

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, October 5, 2020**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 5, 2020, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is open to the public. All attendees must enter through the Sterling Street entrance. Each attendee must wear a mask while moving around, but may remove it when seated with 6-foot spacing.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Appointment of City Constable,  
Patrick T. Connell
- Resolution No. 2 - Appointment of Deputy City Constable,  
Robert D. Connell
- Resolution No. 3 - Approving the July 1, 2016-June 30, 2020 Collective  
Bargaining Agreement with the Watertown Professional  
Firefighters Association, Local 191
- Resolution No. 4 - Authorizing the Sale of Various Surplus Equipment/  
Vehicles, and Sale of Bicycles
- Resolution No. 5 - Rejecting Bids for Water Treatment Plant Soda Ash System  
Rehabilitation Project
- Resolution No. 6 - Approving the Grant Agreement for the Community  
Development Block Grant Program Coronavirus Aid,  
Relief and Economic Security Act (CARES Act) Grant  
Funding

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

**STAFF REPORTS**

1. Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Residence C
2. Stephen Gilbert Donation to Police Department

**NEW BUSINESS**

**EXECUTIVE SESSION**

1. To Discuss Collective Bargaining

**WORK SESSION**

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

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, OCTOBER 19, 2020.**

Res Nos. 1 and 2

September 29, 2020

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, City Manager  
Subject: Appointments to City Constable and Deputy City Constable

We have received notification of retirement for both the City Constable and the Deputy City Constable effective as soon as replacements are made. At the July 20, 2020 meeting, City Council appointed Patrick T. Connell to the position of an additional Deputy City Constable.

After working closely with both City Constable Patricia Hennegan and Deputy City Constable Michael Hennegan, Mr. Connell is being recommended for the City Constable appointment. In addition, Robert D. Connell has been recommended as the Deputy City Constable as he has had time to become an active observer and is familiar with the office's procedures.

Attached for City Council consideration are two resolutions authorizing the appointments of Mr. Patrick Connell and Mr. Robert Connell through year-end.

# RESOLUTION

Page 1 of 1

Appointment of City Constable,  
Patrick T. Connell

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

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby appointed as City Constable for the City of Watertown for the remainder of the year for this one-year term expiring on December 31, 2020:

Patrick T. Connell  
173 Bowers Avenue  
Watertown, New York 13601

***Seconded by***

# RESOLUTION

Page 1 of 1

Appointment of Deputy City Constable,  
Robert D. Connell

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

Total .....

YEA	NAY

***Introduced by***

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BE IT RESOLVED that the following individual is hereby appointed as Deputy City Constable for the City of Watertown for the remainder of the year for this one-year term expiring on December 31, 2020:

Robert D. Connell  
115 Fairmont Avenue  
Watertown, New York 13601

***Seconded by***

Res No. 3

September 30, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the July 1, 2016 – June 30, 2020 Collective Bargaining Agreement with the Watertown Professional Firefighters Association, Local 191

Negotiations were successfully completed between the City of Watertown and the Watertown Professional Firefighters Association for a successor contract to that which expired on June 30, 2014. An arbitration award was implemented that bridged the agreement to June 30, 2016. A tentative agreement through June 30, 2020 was approved at the August 3, 2020 City Council Meeting.

The terms of the interest arbitration award and the Tentative Agreement have been incorporated into the attached Collective Bargaining Agreement.

A resolution approving the agreement has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving the July 1, 2016-June 30, 2020 Collective Bargaining Agreement with the Watertown Professional Firefighters Association, Local 191

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

YEA	NAY

**Introduced by**

WHEREAS the City and the Watertown Professional Firefighters Association (“PFA”) concluded an interest arbitration for terms and conditions of employment for the period from July 1, 2014 to June 30, 2016, and

WHEREAS the City and the PFA were able to conclude negotiations for a Collective Bargaining Agreement incorporating the interest arbitration award for that time period and also to continue for the period from July 1, 2016 to June 30, 2020, and

WHEREAS the parties agreed to a Tentative Agreement covering the four-year time period, which tentative agreement was approved by the City Council on August 3, 2020, and

WHEREAS the parties have now incorporated the terms of the interest arbitration award and the Tentative Agreement into one document, being a Collective Bargaining Agreement between the parties covering the period from July 1, 2016 – June 30, 2020,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the Collective Bargaining Agreement for the period from July 1, 2016 – June 30, 2020, between the City of Watertown and the Watertown Professional Firefighters Association, Local 191, is hereby approved and that the City Mayor, Hon. Jeffrey M. Smith, shall sign the same on behalf of the City.

**Seconded by**



JULY 1, 2016-JUNE 30, 2020

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN AND  
THE WATERTOWN PROFESSIONAL  
FIRE FIGHTERS' ASSOCIATION,

LOCAL 191

## PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees, and

WHEREAS, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the Watertown Professional Fire Fighters' Association, Local No. 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown, Federation of Labor met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Professional Fire Fighters, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor by adopting a resolution to this effect on January 8, 1968, and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved:

RESOLVED that the City Council of Watertown, New York on behalf of the City of Watertown, New York, hereinafter referred to as the "City", and the Watertown Professional Fire Fighters' Association, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor, hereinafter referred to as the "Association", enter into this Agreement this 3rd day of August 2020 as follows:

## ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole and exclusive representative of all employees of the Fire Department as described herein: Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

## ARTICLE 2 – GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions.

SECTION 3. The City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Fire Department as described herein. Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of the employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed Ninety Percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provisions, Sections 3 and 4 of Article 2 shall apply only to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained, or influenced in any manner because of his membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this Agreement shall be construed to cause the impairment or waiver of any State Law now applicable to employees who are members of the Association.

SECTION 10. Notwithstanding any other provision of this Contract, this Contract shall not apply to the Fire Chief and Deputy Fire Chief who are management's representatives in the Fire Department.

SECTION 11. The Union will make its best efforts to notify the City Manager's Office in writing of any changes in Union Officers within 30 days of the change.

### ARTICLE 3 – TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this Agreement shall be for the period July 1, 2016 through June 30, 2020.

SECTION 2. This Agreement shall cover all terms and conditions of employment as defined in the N.Y. Public Employees Fair Employment Act (the "Taylor Law").

SECTION 3. In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as established by and for the department.

### ARTICLE 4 – COMPENSATION

#### SECTION 1.

a. The City shall continue to provide a separate Fire Pay Plan. The rate of compensation for the positions of Fire Fighter, Fire Captain and Battalion Fire Chief shall be as provided in the attached Schedules A, B, C, D, E, and F.

Schedule A (Pay Plan for FY 2014-15) reflects a 1.5% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2013-14.

Schedule B (Pay Plan for FY 2015-16) reflects a 2.5% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2014-15.

Schedule C (Pay Plan for FY 2016-17) reflects a 2.5% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2015-16.

Schedule D (Pay Plan for FY 2017-18) reflects a 2.5% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2016-17.

Schedule E (Pay Plan for FY 2018-19) reflects a 2.5% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2017-18.

Schedule F (Pay Plan for FY 2019-20) reflects a 2.5% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2018-19.

b. In addition to the Pay Plan described in “a” above, the City agrees to continue a Longevity Payment Plan in the following amounts:

1. beginning at the end of six years of service in the Fire Department a payment of Three Hundred and Fifty Dollars (\$350).
2. beginning at the end of twelve years of service in the Fire Department a payment of Seven Hundred Dollars (\$700).
3. beginning at the end of eighteen years of service in the Fire Department a payment of One Thousand and Fifty Dollars (\$1,050).

Payments for longevity shall become effective July 1, 1985. Amounts paid under the longevity plan shall be in addition to the regular salary and shall not be used in determining the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

c. Employees hired after December 7, 1993 shall not be afforded the benefit of earning longevity payments as specified in Paragraph b. of this section.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

### SECTION 3.

a. Any member assigned to perform duties out of title in a rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee’s regular pay and the pay which would be received in the higher position in accord with the provisions of 3a of the Rules for Administration of the Fire Pay Plan.

b. Assignment to duty under this Section shall be in accord with the following:

1. The man scheduled to replace an officer on a predetermined schedule shall be a person standing on a current eligible list, if one exists.

2. In case of an emergency involving any one day, a man shall be picked from the working shift who is on an eligible list.

3. In case there is no person on an eligible list working the day of the emergency, the Fire Chief shall pick a person at his discretion.

SECTION 4. Effective upon signing of this contract, at retirement a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives the benefit from the State Retirement System outlined under Article 9, Section 4 (2) of this contract, he shall not be eligible to receive cash for unused sick leave as described in this Section. In lieu of receiving a direct cash payment from the City, a member may elect to use the value of his unused sick leave to fund retiree health insurance payments, the value of which shall be calculated on a pre-tax basis for this benefit only.

## ARTICLE 5 – WORK DAY AND WORK WEEK

### SECTION 1.

a. All firefighting personnel shall work 40 hours per week or a 10 hour day and 14 hour night shift basis. Such schedule shall be averaged over a twelve- week cycle as detailed in the attached Schedule B except that time off to accomplish the 40 hour week average shall be done by assignment.

b. Any time off that develops from the 40 hour work week average principle shall not be used as a basis for equivalent payment in cash.

SECTION 2. The time of shift change shall be commensurate with Sections 1 and 2 but wherever practicable, the shift change shall occur at 8:00 a.m. year around.

### SECTION 3.

a. Overtime work shall be paid for all time worked in excess of regular scheduled hours at the rate of time and a half. When a Fire Fighter is called in outside his regular scheduled shift, he shall be guaranteed two hours pay at the applicable rate.

b. All accumulation of overtime, call-back time, holiday pay, and acting out of rank pay shall be paid bi-weekly.

### SECTION 4.

a. In the event a member is called to duty to cover for a manpower shortage because of illness or other emergency, whenever possible, the member shall be notified of this need at least 24 hours prior to the time he is to report. All members of the Fire Department shall be subject to recall in the event of serious emergencies brought about by fire or natural disaster.

b. Whenever manpower drops below 14 men, excluding the Battalion Chief, a member or members shall be called in to cover the shortage to bring the strength to at least 14. This member, or these members, shall be of equal rank whenever possible with the man or men they replace.

#### SECTION 5.

a. A copy of all work schedules and monthly time sheets shall be furnished by the City to the designee of the President of the Association no later than the 20th of the preceding month. Once established, work schedules will be strictly adhered to except in extreme emergency situations.

b. The schedule which is worked in the Fire Department presently, of which the schedule card printed yearly by the Association is a copy, shall be the official work schedule for members of the Fire Department.

SECTION 6. Members shall be allowed to exchange tours of duty or days off with prior written notice of three days with members of equal rank and/or members who normally serve in acting rank. All non-emergency requests to exchange tours of duty shall be in writing, signed by both employees. In case of personal emergency, the prior notice of three days may be waived, however written agreement will be provided within 10 days. The application of this Section shall be Department-wide, without regard to engine house.

SECTION 7. In event of a fire watch of long duration, the City shall provide reasonable periodic relief for a company stationed at the fire watch so that no company must remain on duty in excess of four (4) consecutive hours in a twelve-hour period.

SECTION 8. Pumper companies shall not go below three (3) men at any time for duties other than firefighting. The ladder company shall not go below three (3) at any time for duties other than firefighting; rescue company shall not go below two (2). At no time shall there be less than eleven (11) men available for first alarm responses.

### ARTICLE 6 – LEAVE

#### SECTION 1. ANNUAL LEAVE

a. Each employee who holds a provisional, probationary or permanent appointment shall earn annual leave with pay according to the following schedule:

Leave Credit	Length of Service
16 days vacation per year	1 through 5 years inclusive
21 days vacation per year	6 through 10 years inclusive
24 days vacation per year	11 through 15 years inclusive
29 days vacation per year	16 through 20 years inclusive
32 days vacation per year	21 or more years

“Days” as used above means calendar days.

b. The City will schedule annual leave so as to allow a maximum number of six (6) line personnel, excluding Battalion Chief to be off during any one period. The selection of Fire Captains and Fire Fighters to be off shall be governed solely by seniority.

c. Members of equal rank and/or members who normally serve in acting ranks shall be allowed to make good faith exchanges of portions of their vacations as they so desire provided that the members who desire to make this change shall notify the Chief of the Department at least 30 days prior to the date of exchange, but no later than the 15<sup>th</sup> of the month prior to the exchange. A good faith exchange or portions of a pick for legitimate reasons, and not for the purpose of gaining additional working days vacations, will be granted, as long as it meets the conditions of Article 6 in this Agreement. An exchange of entire picks is considered to be a good faith exchange. An exchange of less than an entire pick for the primary purpose of gaining additional working day vacations and reducing the number of non-work day vacation days does not meet the purpose of this Section. The portion to be exchanged shall not exceed sixteen (16) days.

d. Employees shall use their annual leave each year in the year earned. However, employees may carry over from one calendar year to the next up to a maximum of five (5) leave days if they so wish.

e. If a member has a carryover from one to five days annual leave from the preceding calendar year, he may use that leave in units of one or more days at a time, up to a maximum of five days, provided that manpower strength is sufficient during the requested time off and the request is submitted after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the unused leave shall be paid at the current rate of pay of the employee. Such payment shall not exceed five days and may also be put into the City's 457 deferred compensation plan.

f. A member of the Fire Department may, at the time he chooses his vacation, set aside five (5) days he may use in units of one or more at a time, provided manpower strength is sufficient during the requested time off and the request is submitted in writing after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the annual leave shall, as the employee wishes, either be carried over to the next year or paid at the current rate of the employee, such carryover time or pay shall not exceed five (5) days.

g. In the event a member is required to take his vacation prior to his anniversary date, he shall be granted the balance of his earned leave as soon after reaching his anniversary date as practical.

h. Members of the Watertown Fire Department shall be allowed to split their vacations and shall be limited to (3) picks. When a member elects to split his vacation, he shall be given his first choice according to his standing on an updated seniority list. He shall not make a second or third selection until all other members of the Fire Department have made their first or if relevant, second selection.

i. The individual notification and explanation of vacation time options to members shall be in writing to the member upon the request of the member.

j. Upon retirement, resignation with two weeks written notice to the City, when an employee is separated from City service through no fault of his own, or in case of an employee's death, the employee, or his beneficiary in case of death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such manner as not to disrupt administrative pay procedures.

k. The City Manager is authorized to make adjustments in individual cases within the keeping of the general policies on annual leave stated here. He is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.

l. Vacation shall be governed by seniority. All options available shall be fully explained to the employee at the time he is contacted concerning the vacation schedule.

m. Vacation schedules shall be posted on the bulletin board at each engine house at least fifteen (15) days prior to the beginning of the first vacation period.

n. A copy of the completed vacation schedule for the year shall be furnished to the Association at least fifteen (15) days prior to the start of the first vacation period.

o. The vacation schedule shall include the full twelve months of the year with all months available to members according to seniority.

## SECTION 2. HOLIDAYS

a. Unit employees shall be entitled to observe legal holidays off duty with pay. Holidays covered are:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

b. All members of the Watertown Fire Department shall be paid for 11 holidays whether worked or not. The rate for holiday pay shall be the member's regular hourly rate of pay computed on a 40 hour work week multiplied by 8 hours. In no event shall members be paid more than double pay for a holiday.

### SECTION 3. SICK LEAVE

a. Employees shall be entitled to earn a credit of one day sick leave each calendar month or fraction thereof worked by the employee.

b. Sick leave credits shall be considered in full days only and are cumulative to a maximum of 180 work days.

c. Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five days per week and then against vacation time.

d. Sick leave herein provided for shall not apply to any disability when covered by the Workers' Compensation Law.

e. In the case of an illness which may extend beyond the leave time earned by and available to an employee, the City Manager may grant an extension of sick leave at half pay not exceeding 180 days after approval by the City Council.

f. Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulated sick leave, but may be consumed only through absence caused by illness or injury.

g. Sick leave is defined to mean absence from duty of an employee because of illness, injury and/or exposure to contagious disease. Sick leave with pay is not allowed for absence from duty on account of illness or injury purposely inflicted or caused by willful misconduct.

h. If absence for illness or injury extends beyond a period of one week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the department head or the City Manager. Additional certificates may be required in cases of prolonged illness.

i. The department head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

j. Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one year from that date. Employees are entitled to due process.

k. The City provides that employees who become ill or injured while on vacation, or about to go on vacation, may upon request be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating they are incapacitated for at least three days must be presented for this provision to be effective.

l. Members who are on sick leave shall be charged with sick leave only for the actual duty days they missed during the actual period of illness. A record of accumulated leave time and accumulated compensatory time shall be made available at least once a year to each member. This record shall include time accumulated and used. A copy of the record shall be available, upon request, to each employee and to the Association.

m. Employees who utilize no sick days in a calendar year will receive a sick leave attendance incentive of \$1,000.00. Employees who utilize one sick day in a calendar year will receive a sick leave attendance incentive of \$500.00. Employees who utilize two sick days in a calendar year will receive a sick leave attendance incentive of \$250.00. Attendance incentive payments shall be provided by January 31 each year.

#### SECTION 4. BEREAVEMENT LEAVE

The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

#### SECTION 5. UNION LEAVE

a. Members of the Association who are designated by the Association to represent it at conventions of the New York State Fire Fighter's Association, legislative conferences of the New York State Fire Fighters' Association, seminars and regional meetings sponsored by the International Association of Fire Fighters and the New York State Fire Fighters' Association shall be granted the time necessary to attend these functions without charge to leave time at the rate of four (4) members on each occasion. Said designation shall be in writing and provided to the City Manager by January 1st of each year. This release time with pay shall not exceed 56 duty days per year. In no case shall a member be absent for union affairs without prior three (3) day written notice to the Fire Chief with a copy to the City Manager.

b. Union representative shall notify the scheduling Officer by the 15th of the preceding month of needed time off, except under extreme emergency situations.

## SECTION 6. MATERNITY/ADOPTION LEAVE

a. The City agrees to provide that employees who become pregnant may continue working as long their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six months of the granting of unpaid maternity leave.

b. In unusual circumstances and in the best interest of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve months. In such cases, the request for extension must be in writing to the department head and/or the City Manager supported by a physician's statement. On the advice of the department head, the City Manager may approve the extension.

c. The City agrees to provide that an employee who is adopting a child of five years of age or less can be granted a leave of absence for a period not to exceed six months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay status. The employee shall have the right to be reinstated to a position of equivalent pay within six months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty business days of when leave is to commence.

## SECTION 7. LEAVE OF ABSENCE WITHOUT PAY

In the event a leave of absence for illness is requested , the employee shall make application in writing to the department head and/or City Manager. The application shall be accompanied by a certificate from the employee's attending physician, describing the employee's condition with recommendation regarding the case. On advice of the department head, the City Manager may approve the application.

## SECTION 8. FAMILY AND MEDICAL LEAVE ACT

Pursuant to the Family and Medical Leave Act of 1993, eligible employees who request unpaid, job protected family or medical leave must first exhaust all accrued vacation or sick leave.

## SECTION 9. GENERAL

- a. Vacation and sick leave reports must be filed with the City Manager's Office at the beginning of each month by each department head showing the absences from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty days from the date of filing, unless approved by the Office of the City Manager.
- b. An employee who voluntarily vacates his/her position, except on leave of absence or ill health, and subsequently re-enters City service, shall be considered a new employee.
- c. When time off is given to employees of the Watertown Municipal Building and the offices of such building are closed on special occasions, members of the Fire Department shall be given credit of equivalent time. The time is to be compiled at the employee's regular rate of pay. Under the provisions of this section, a special occasion shall not include or apply to the closing of offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday or closings due to emergency situations. The closing of the Municipal Building for emergency situations shall be at the sole discretion of the City Manager or his representatives.

## SECTION 10. JURY DUTY

- a. Employees shall be granted leave with regular pay and benefits when they are required to report for jury duty during their regularly scheduled duty time.
- b. An employee must notify his immediate supervisor no later than his first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the office of the Fire Chief.
- c. The City shall have the right to seek a waiver from jury duty on behalf of the employee.
- d. Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the court.
- e. If the Fire Chief or his designee determines, in the best interest of the City, that the employee is unable to perform his or her duties as a result of jury duty, he may, in his sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

## ARTICLE 7 – SENIORITY

SECTION 1. A seniority list shall be posted in a conspicuous place in each department office. It shall be revised when necessary. The seniority list shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions. A copy will be provided to the Union on a quarterly basis.

SECTION 2. The Fire Department shall establish a list annually of the men available for call- back time, which list shall establish the order of call-back.

## ARTICLE 8 – GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of Firemen to appear on their behalf for any of the purposes out lined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right to representatives of the Association to visit City facilities and to visit and confer with Firemen and members of the Association for purposes of conferring on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided for that purpose in the engine houses of the Fire Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

### SECTION 5.

a. DEFINITIONS. As used herein, the following terms shall have the following meanings:

1. “Government” or “Employer” shall mean the City of Watertown.
2. “Public Employee” or “Employee” shall mean any person directly employed and compensated by the City government, except members of the City Council and City Judges.
3. “Supervisor” shall mean any person, regardless of title, who is assigned to exercise any supervisory responsibility over public employees.

4. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the Fire Department and shall be applicable to all provisions of this Agreement, excluding salaries.

b. BASIC STANDARDS AND PRINCIPLES

1. Every public employee shall have the right to present his grievances to his employer in accordance with this Article, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this Article shall provide the right to be represented at any or all stages thereof if the employee so chooses.

2. It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.

3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be deemed necessary to give effect to the provisions of this Article.

c. GRIEVANCES, PROCEDURAL REQUIREMENTS, APPEALS

1. The first procedural stage shall consist of the employee's presentation of his grievance to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) work days, at the first stage, such employee may proceed to the second stage.

2. The second procedural stage shall consist of a request by the aggrieved employee, if he wishes, for a review and determination of his grievance by the department or agency head. In such case, the aggrieved employee and his immediate supervisor shall each submit to the head of the department or agency concerned a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such department or agency head shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of these grievance procedures, his representative, if he elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him by the employee.

3. If the employee so requests, a third procedural step shall be held which shall consist of a request for a review and determination of his grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final

determination of the third stage, if held, shall be made within five (5) work days of the date the grievance was presented to the City Manager.

4. If the grievance is not resolved through these steps as outlined in Paragraphs 1, 2 and 3 of this section, either party may then request the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this Agreement. The Arbitrator shall have no right to add or to subtract from the Agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

SECTION 6. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a Board and through the procedures as provided under the Act.

SECTION 7. At the option of the member, whenever a member is called to the Fire Chief's Office, he may be accompanied by a union representative if the member so wishes.

SECTION 8. Failure of the member to initiate a grievance within thirty (30) days of the event giving rise to the grievance or the Association president's knowledge of the event, whichever is later, precludes the member and the Association from instituting a grievance.

SECTION 9. Any disputes arising from the administration and/or interpretation of this Agreement will be first addressed through the procedures contained within this Article. Both parties agree that this provision shall be binding on their respective members.

## ARTICLE 9 – RETIREMENT

SECTION 1. The City agrees to provide the State Non-Contributory Retirement Plan for Firemen generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for Firemen a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Firemen the benefits provided under the provisions of sub-division f of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Firemen the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. Allowance for unused sick leave credit under Section 341, sub-division j.

2. Guaranteed ordinary death benefit under Section 360-b.

3. The twelve-month final average salary provision for computation of retirement benefits under Section 302, sub-division 9d.

SECTION 5. The City agrees in addition to the retirement benefits provided under Sections 1,2,3 and 4 above to provide for Firemen the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year retirement under Section 384-d.

2. Non-contributory improved career plan under Section 375-i.

SECTION 6. All employees who join the NYS Retirement System on or after April 1, 2012 will be covered by Tier VI benefits, until such time as a new Tier is established by the NYS Retirement System, at which time new employees will be covered under the new Tier.

#### ARTICLE 10 – GROUP HOSPITALIZATION

SECTION 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Watertown Professional Fire Fighters Association, Local 191, dated April 21, 1992.

a. Health Insurance Premium Payments shall be fourteen and one-half percent (14.5%) of the premium costs effective August 3, 2020. The duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:

Effective October 1, 2004, employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which amount shall be the same amount that active employees are obligated to pay which has been the City's past practice.

b. Such retired employee, at his or her option, may choose single or family coverage or whatever other coverage options are then available to City Employees.

#### SECTION 2.

a. Effective October 9, 1997, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Add Usual, Customary and Reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail

order pharmacy coverage to existing prescription drug claim benefits; and third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

b. Effective October 1, 2004, change are made to the City's self-funded insurance plan (Plan) as follows:

Amendment to prescription drug claim co-payments; add mandatory pre-certification of inpatient admissions language to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

c. Effective January 1, 2007, changes are made to the City's self-funded insurance plan (Plan) as follows:

Amendment to prescription drug claim co-payments; amendment to plan deductible; amendment to doctor visit co- payments. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

d. Effective August 3, 2020, a 30-day retail or 90-day mail order per prescription co-pay for prescription drugs shall be ten dollars (\$10.00) for generic drugs, thirty-five dollars (\$35.00) for preferred brands and sixty dollars (\$60.00) for non-preferred brands. Additionally, mail order pharmacy of maintenance prescription drugs is mandatory with a co-pay of ten dollars (\$10.00) for generic drugs, thirty-five dollars (\$35.00) for preferred brands and sixty dollars (\$60.00) for non-preferred brands. Specialty drug coinsurance shall be ten percent (10%).

The Union and the City agree that CanaRx Prescription Program warrants further investigation as to the possible savings for the Health Insurance Plan and during the term of this Agreement will work with the Health Insurance Committee to review the benefits of this program.

The Pharmacy Benefits Manager will implement and maintain the drug formulary.

e. Effective August 3, 2020, Doctor visit co-pay \$20 in-network; \$30 out-of-network.

f. Effective August 3, 2020, the annual deductible shall be \$250.00 for single and \$750.00 for family.

SECTION 3. For employees hired after October 9, 1997, the City's obligation to pay the health insurance premium shall cease when the employee becomes eligible for Medicare or dies, whichever comes first.

SECTION 4. For employees hired after October 9, 1997, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

SECTION 5. A Section 125 Plan shall be offered to employees to provide for employee health care expenses and child care expenses.

SECTION 6. Deferred Compensation. Individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and convert them into the City's 457 Plan.

SECTION 7. Health Insurance Buy-Out. There shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. If 10 or more firefighters utilize the buyout option, the buyout payments shall increase to \$2,500.00 for employees opting out of an individual health plan and to \$5,000.00 for employees opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes. Payment of this annual buy-out will be made on a bi-weekly basis. Amounts paid for the Health Insurance Buy-out shall not be used in determining the employee's regular rate of pay.

SECTION 8. The Union wants to offer members the opportunity to obtain and pay for a Dental/Vision plan. The City agrees to, to the extent authorized by law, run payments for this through the City's 125 cafeteria plan. The cost for this Dental/Vision coverage shall be fully paid by employees, with no contribution by the City, now or in the future.

## ARTICLE 11 – UNIFORMS

### SECTION 1.

a. The City incorporated a \$556 clothing allowance into the pay scale for Fire Fighters and a \$553 clothing allowance into the pay scale for Captains and Battalion Fire Chiefs in 2001. Such clothing allowance shall be used for the purchase and maintenance of uniforms as specified in Paragraph b of this section, exclusive of turnout coats, helmets, hoods, gloves, bunker pants, bunker boots, and turnout boots, which shall be provided by the City as needed.

b. The City shall be responsible for initial uniform acquisitions for any employee covered by this agreement. Such initial uniform acquisition shall include the following articles:

- 3 work shirts short
- 3 work shirts long
- 3 work pants
- 1 dress uniform
- 1 dress tie
- 1 reefer coat
- 1 pair dress shoes
- 1 uniform hat
- 1 uniform hat badge
- 1 coat badge
- all turn out gear
- 1 work jacket

c. The City shall designate the vendor and establish the price of each uniform item through competitive bidding in accordance with Section 103 of the General Municipal Law. In the preparation of specifications for the items of uniform the City agrees to seek the advice and suggestions of the Fire Fighters Association.

d. Each employee shall be responsible to maintain his uniform in a suitable and appropriate fashion. Noncompliance with this section shall be the determination of the Fire Chief and shall be subject to appropriate disciplinary action.

e. Uniform articles that are normally purchased through the clothing allowance will be replaced by the City if damaged in any way while in the course of duty. Such uniform articles shall not be replaced by the City for normal wear and tear.

## ARTICLE 12 – DUTIES IN GENERAL

SECTION 1. Members shall perform normal everyday housecleaning duties, including the cleaning and maintenance of fire apparatus.

SECTION 2. Members of the Association shall be required to do interior or exterior routine maintenance to the facilities to which they are assigned. Routine maintenance shall be defined as the daily upkeep necessary to keep the premises in a state of good repair.

SECTION 3. Members assigned to temporary duty at other engine houses shall report as scheduled for duty with their uniform work clothes and personal provisions. It shall be the responsibility of the Fire Department to ensure that members assigned to this temporary duty are provided with their regular firefighting equipment and bed linen.

SECTION 4. Members assigned to regular inspection duty or other regular duties within the Fire Prevention Bureau shall not be assigned to these duties under intemperate weather conditions such as heavy rain, heavy snow squalls, or outside temperatures below 15 degrees. In the event of emergency requiring inspection, this provision is not applicable for the time of emergency.

#### ARTICLE 13 – MISCELLANEOUS PROVISIONS

SECTION 1. The officials representing the City and the Association shall acknowledge any correspondence in writing within five (5) days of the date of the receipt of such correspondence.

SECTION 2. The City will make its best efforts to fill promotional vacancies within 30 days of receiving a certified list of eligibles for the position.

SECTION 3. Members of the Association shall be given a copy of any report which is to become a part of the member's permanent personnel record. Such reports shall include, but not be limited to, injury reports, sick reports, and any report which might be used by the City in any future disciplinary proceedings. A copy of all such reports shall be made available to the Association upon request.

SECTION 4. The City shall furnish all major appliances such as stoves and refrigerators required for the cooking and storing of food in the engine houses.

SECTION 5. When employees of the Fire Department are engaged in any duty other than actual firefighting, the normal work day shall be from 8:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 4:30 p.m. No duties other than actual firefighting, training or code enforcement shall be performed after 5:00 p.m. Such code enforcement shall not include general company inspections after 4:30 p.m. and will only be authorized if available manpower exceeds fourteen (14) men, excluding the Battalion Chief.

SECTION 6. Employees of the Fire Department shall observe the holiday schedule on Sundays and on all holidays as designated in the Leave Rules. Such schedule shall exclude employees from performing duties other than normal housework and responding to emergency situations.

SECTION 7. The City shall provide a copy of all directives affecting working conditions or terms of employment of the members of the Association to the Association.

SECTION 8. The City shall defend or pay any settlement of claim against an employee of the Department arising from his or her performance as an employee of the Department, as long as an employee is operating within the scope of his or her employment.

SECTION 9. Officials of the Association shall be allowed to leave their respective engine houses while on duty for the purpose of conducting regular monthly and special membership meetings of the Association at No. 1 Engine House. Officials of the Association will remain in an "on duty" status while at these meetings at No. 1 Engine House.

On occasion, when it is deemed necessary, two outside engine companies shall be permitted to proceed to No. 1 Engine House for the purpose of attending special and regular meetings of the Association. These engine companies will remain in an "on duty" status while at No. 1 Engine House, and will respond to emergency calls as required.

SECTION 10. When a fire company is detailed for duty at a fair, circus, or other similar event, the maximum time that any one company remains on duty at such event shall not exceed four (4) hours.

SECTION 11. The City agrees to repair or replace as the situation may require, eye glasses and dentures of a member if these articles are lost, broken, damaged, or destroyed in the line of duty.

SECTION 12. All general and special orders of the Department shall be in writing and signed by the appropriate officer. All administrative verbal orders shall be reduced to writing within seventy-two hours. Such orders shall be signed and posted on station bulletin boards for a period of not less than thirty (30) days.

SECTION 13. It is agreed by and between the parties hereto that this agreement may be re-opened for the purpose of considering any new matters and issues which may arise during the life of the contract.

SECTION 14. All engine houses shall have telephones available for the purpose of making and receiving outside calls.

SECTION 15. Effective July 1, 1987 the City shall make available a Five Thousand Dollar (\$5,000) bonus retirement plan for employees within the department who have twenty (20) years of time in the New York State Fire Retirement System. Every employee who reaches his or her 20th year in the Retirement System shall also be entitled to take advantage of this Five Thousand Dollar (\$5,000) bonus plan. For the purposes of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Fire Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

1st Year	\$5,000
2nd Year	\$4,000
3rd Year	\$3,000

SECTION 16. The City shall have the right to assign Code Enforcement Officers to perform all other code enforcement work, including some of the overage work the firefighters performing code enforcement work cannot complete. The City shall have the right to assign all code enforcement work to Code Enforcement Officers if it so chooses.

#### ARTICLE 14 – SAFETY AND TRAINING PROGRAM

SECTION 1. In addition to the in-service training program presently conducted by the Fire Department, the City agrees to provide tuition payments for fire-related training given at the Jefferson Community College or other established institution of higher learning, beyond high school and vocational school, up to a maximum of fifteen men per fiscal year, with a limit of no more than one training course per man per fiscal year; except if there are openings unfilled in the second half of the year; additional courses per man may be allowed within the maximum number of fifteen per year. The City shall not be required to call in men to substitute or pay acting out of rank pay for members while attending classes. In addition, the training and tuition must be approved in advance by the Fire Chief and the City Manager.

SECTION 2. The City shall pay any tuition or related costs to members undergoing training for the purpose of acquiring or renewing Emergency Medical Technician (EMT) certificates. Any employee assigned to the emergency rescue company must be EMT certified.

SECTION 3. Effective July 1, 2007, the City will pay \$300.00 annually to those employees who receive and maintain their Emergency Medical Technician (EMT) certification. Payments will be made in July of each year, to those members that hold their EMT certification effective July 1st.

SECTION 4. Physical Standards – To provide for a more physically fit workforce, the City desires to implement physical fitness standards within one year of the signing of this agreement. To accomplish this goal, the parties agree to immediately open negotiations limited to the establishment of such physical standards, such that the terms and conditions of employment related to such standards can be agreed upon prior to their implementation. The parties further agree that if they are unable to reach an agreement regarding the physical standards and/or the terms and conditions of employment related to physical standards, in the timeframe described above, neither party has the right to mediation or arbitration on this issue.

ARTICLE 15 – STATE LAW REQUIREMENT

SECTION 1. “IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

WATERTOWN PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION  
LOCAL NO. 191

CITY OF WATERTOWN  
NEW YORK

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Daniel Daugherty, President

By: \_\_\_\_\_

Jeffrey M. Smith, Mayor

SCHEDULE A

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN – TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 – F14  
 EFFECTIVE JULY 1, 2014

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	45,469	47,466	49,546	51,750	54,038	56,472
FIRE CAPTAIN**	F10	53,539	55,931	58,469	61,069	63,856	66,768
BATTALION FIRE CHIEF**	F14	63,856	66,768	69,826	73,050	76,398	79,955

\*A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\*A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 – F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	21.86	22.82	23.82	24.88	25.98	27.15
FIRE CAPTAIN	F10	25.74	26.89	28.11	29.36	30.70	32.10
BATTALION FIRE CHIEF	F14	30.70	32.10	33.57	35.12	36.73	38.44

LONGEVITY PAYMENTS:

AFTER 6 <sup>TH</sup> YEAR	350
AFTER 12 <sup>TH</sup> YEAR	700
AFTER 18 <sup>TH</sup> YEAR	1,050

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2014

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.03	22.99	23.99	25.05	26.15	27.32
FIRE CAPTAIN	F10	25.91	27.06	28.28	29.53	30.87	32.27
BATTALION FIRE CHIEF	F14	30.87	32.27	33.74	35.29	36.90	38.61

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2014

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.20	23.16	24.16	25.22	26.32	27.49
FIRE CAPTAIN	F10	26.08	27.23	28.45	29.70	31.04	32.44
BATTALION FIRE CHIEF	F14	31.04	32.44	33.91	35.46	37.07	38.78

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2014

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.36	23.32	24.32	25.38	26.48	27.65
FIRE CAPTAIN	F10	26.24	27.39	28.61	29.86	31.20	32.60
BATTALION FIRE CHIEF	F14	31.20	32.60	34.07	35.62	37.23	38.94

SCHEDULE B

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN – TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 – F14  
 EFFECTIVE JULY 1, 2015

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	46,613	48,651	50,794	53,040	55,390	57,886
FIRE CAPTAIN**	F10	54,870	57,325	59,925	62,587	65,458	68,432
BATTALION FIRE CHIEF**	F14	65,458	68,432	71,573	74,880	78,312	81,952

\*A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\*A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 – F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.41	23.39	24.42	25.50	26.63	27.83
FIRE CAPTAIN	F10	26.38	27.56	28.81	30.09	31.47	32.90
BATTALION FIRE CHIEF	F14	31.47	32.90	34.41	36.00	37.65	39.40

LONGEVITY PAYMENTS:

AFTER 6 <sup>TH</sup> YEAR	350
AFTER 12 <sup>TH</sup> YEAR	700
AFTER 18 <sup>TH</sup> YEAR	1,050

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2015

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.58	23.56	24.59	25.67	26.80	28.00
FIRE CAPTAIN	F10	26.55	27.73	28.98	30.26	31.64	33.07
BATTALION FIRE CHIEF	F14	31.64	33.07	34.58	36.17	37.82	39.57

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2015

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.75	23.73	24.76	25.84	26.97	28.17
FIRE CAPTAIN	F10	26.72	27.90	29.15	30.43	31.81	33.24
BATTALION FIRE CHIEF	F14	31.81	33.24	34.75	36.34	37.99	39.74

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2015

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.91	23.89	24.92	26.00	27.13	28.33
FIRE CAPTAIN	F10	26.88	28.06	29.31	30.59	31.97	33.40
BATTALION FIRE CHIEF	F14	31.97	33.40	34.91	36.50	38.15	39.90

SCHEDULE C

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN – TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 – F14  
 EFFECTIVE JULY 1, 2016

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	47,778	49,858	52,062	54,371	56,784	59,342
FIRE CAPTAIN**	F10	56,243	58,760	61,422	64,147	67,101	70,138
BATTALION FIRE CHIEF**	F14	67,101	70,138	73,362	76,752	80,267	84,011

\*A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\*A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 – F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.97	23.97	25.03	26.14	27.30	28.53
FIRE CAPTAIN	F10	27.04	28.25	29.53	30.84	32.26	33.72
BATTALION FIRE CHIEF	F14	32.26	33.72	35.27	36.90	38.59	40.39

LONGEVITY PAYMENTS:

AFTER 6 <sup>TH</sup> YEAR	350
AFTER 12 <sup>TH</sup> YEAR	700
AFTER 18 <sup>TH</sup> YEAR	1,050

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2016

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	23.14	24.14	25.20	26.31	27.47	28.70
FIRE CAPTAIN	F10	27.21	28.42	29.70	31.01	32.43	33.89
BATTALION FIRE CHIEF	F14	32.43	33.89	35.44	37.07	38.76	40.56

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2016

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	23.31	24.31	25.37	26.48	27.64	28.87
FIRE CAPTAIN	F10	27.38	28.59	29.87	31.18	32.60	34.06
BATTALION FIRE CHIEF	F14	32.60	34.06	35.61	37.24	38.93	40.73

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2016

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	23.47	24.47	25.53	26.64	27.80	29.03
FIRE CAPTAIN	F10	27.54	28.75	30.03	31.34	32.76	34.22
BATTALION FIRE CHIEF	F14	32.76	34.22	35.77	37.40	39.09	40.89

SCHEDULE D

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN – TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 – F14  
 EFFECTIVE JULY 1, 2017

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	48,963	51,106	53,373	55,723	58,198	60,819
FIRE CAPTAIN**	F10	57,658	60,237	62,962	65,749	68,786	71,885
BATTALION FIRE CHIEF**	F14	68,786	71,885	75,192	78,666	82,264	86,112

\*A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\*A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 – F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	23.54	24.57	25.66	26.79	27.98	29.24
FIRE CAPTAIN	F10	27.72	28.96	30.27	31.61	33.07	34.56
BATTALION FIRE CHIEF	F14	33.07	34.56	36.15	37.82	39.55	41.40

LONGEVITY PAYMENTS:

AFTER 6 <sup>TH</sup> YEAR	350
AFTER 12 <sup>TH</sup> YEAR	700
AFTER 18 <sup>TH</sup> YEAR	1,050

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2017

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	23.71	24.74	25.83	26.96	28.15	29.41
FIRE CAPTAIN	F10	27.89	29.13	30.44	31.78	33.24	34.73
BATTALION FIRE CHIEF	F14	33.24	34.73	36.32	37.99	39.72	41.57

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2017

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	23.88	24.91	26.00	27.13	28.32	29.58
FIRE CAPTAIN	F10	28.06	29.30	30.61	31.95	33.41	34.90
BATTALION FIRE CHIEF	F14	33.41	34.90	36.49	38.16	39.89	41.74

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2017

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.04	25.07	26.16	27.29	28.48	29.74
FIRE CAPTAIN	F10	28.22	29.46	30.77	32.11	33.57	35.06
BATTALION FIRE CHIEF	F14	33.57	35.06	36.65	38.32	40.05	41.90

SCHEDULE E

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN – TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 – F14  
 EFFECTIVE JULY 1, 2018

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	50,190	52,374	54,704	57,117	59,654	62,338
FIRE CAPTAIN**	F10	59,093	61,734	64,542	67,392	70,512	73,674
BATTALION FIRE CHIEF**	F14	70,512	73,674	77,064	80,642	84,323	88,275

\*A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\*A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 – F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.13	25.18	26.30	27.46	28.68	29.97
FIRE CAPTAIN	F10	28.41	29.68	31.03	32.40	33.90	35.42
BATTALION FIRE CHIEF	F14	33.90	35.42	37.05	38.77	40.54	42.44

LONGEVITY PAYMENTS:

AFTER 6 <sup>TH</sup> YEAR	350
AFTER 12 <sup>TH</sup> YEAR	700
AFTER 18 <sup>TH</sup> YEAR	1,050

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2018

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.30	25.35	26.47	27.63	28.85	30.14
FIRE CAPTAIN	F10	28.58	29.85	31.20	32.57	34.07	35.59
BATTALION FIRE CHIEF	F14	34.07	35.59	37.22	38.94	40.71	42.61

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2018

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.47	25.52	26.64	27.80	29.02	30.31
FIRE CAPTAIN	F10	28.75	30.02	31.37	32.74	34.24	35.76
BATTALION FIRE CHIEF	F14	34.24	35.76	37.39	39.11	40.88	42.78

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2018

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.63	25.68	26.80	27.96	29.18	30.47
FIRE CAPTAIN	F10	28.91	30.18	31.53	32.90	34.40	35.92
BATTALION FIRE CHIEF	F14	34.40	35.92	37.55	39.27	41.04	42.94

SCHEDULE F

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN – TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 – F14  
 EFFECTIVE JULY 1, 2019

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	51,438	53,685	56,077	58,552	61,152	63,898
FIRE CAPTAIN**	F10	60,570	63,274	66,165	69,077	72,280	75,525
BATTALION FIRE CHIEF**	F14	72,280	75,525	78,998	82,659	86,424	90,480

\*A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\*A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 – F14

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.73	25.81	26.96	28.15	29.40	30.72
FIRE CAPTAIN	F10	29.12	30.42	31.81	33.21	34.75	36.31
BATTALION FIRE CHIEF	F14	34.75	36.31	37.98	39.74	41.55	43.50

LONGEVITY PAYMENTS:

AFTER 6 <sup>TH</sup> YEAR	350
AFTER 12 <sup>TH</sup> YEAR	700
AFTER 18 <sup>TH</sup> YEAR	1,050

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2019

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	24.90	25.98	27.13	28.32	29.57	30.89
FIRE CAPTAIN	F10	29.29	30.59	31.98	33.38	34.92	36.48
BATTALION FIRE CHIEF	F14	34.92	36.48	38.15	39.91	41.72	43.67

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2019

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	25.07	26.15	27.30	28.49	29.74	31.06
FIRE CAPTAIN	F10	29.46	30.76	32.15	33.55	35.09	36.65
BATTALION FIRE CHIEF	F14	35.09	36.65	38.32	40.08	41.89	43.84

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 – F18  
EFFECTIVE JULY 1, 2019

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	25.23	26.31	27.46	28.65	29.90	31.22
FIRE CAPTAIN	F10	29.62	30.92	32.31	33.71	35.25	36.81
BATTALION FIRE CHIEF	F14	35.25	36.81	38.48	40.24	42.05	44.00

Exhibit “B” – Section 207-a Procedures with Appendix

CITY OF WATERTOWN SECTION 207-a PROCEDURES

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4/9/2012

## CITY OF WATERTOWN SECTION 207-a PROCEDURES

### Article I – Definitions

- (a) Benefits. The regular salary or wages, of any part thereof, and the medical treatment and hospital care expenses payable to or on behalf of an eligible claiming pursuant to New York General Municipal Law Section 207-a (“Section 207-a”).
- (b) Claimant. Any City of Watertown firefighter applying for benefits under Section 207-a.
- (c) Disability. The inability of a claimant to perform his or her regular duties in the City of Watertown Fire Department due to injuries sustained in the performance of those duties or due to sickness resulting from the performance of those duties,
- (d) Fire Chief. The Fire Chief of the City of Watertown.
- (e) Administrator. The individual or company designated by the City of Watertown as holding this title.
- (f) Business Days. Monday through Friday, excluding holidays.

### Article II – Construction, Separability, and Compliance

- (a) If any provision of these procedures shall be held wholly or partially invalid or inapplicable to any person or situation, all other provisions of these procedures shall nonetheless remain fully effective. Furthermore, a provision held to be invalid with respect to any particular person or situation shall not serve to invalidate that provision with respect to other persons or situations.
- (b) These procedures shall in no way be construed to limit or otherwise affect any requirements for receiving benefits that are not covered herein, whether those requirements are imposed by statute, regulation, or court decision.
- (c) The failure of any claimant to comply with provisions of Section 207-a and these procedures may result in the delay of approval or denial of benefits.

### Article III – Application Procedures for Section 207-a Benefits

- (a) Filing of Work-Related Accident or Occupational Disease and Medical Authorization
  - 1. Within two (2) business days of an on-the-job incident causing injuries, an injured firefighters, or anyone acting on his behalf, shall file with the Fire Chief: (a) a completed current form denominated as an Employer’s Report of “Work-Related Accident or Occupational Disease” of the New York

State Workers' Compensation Board; and (b) a signed, fully completed, HIPPA-compliant Authorization for Release of Health Information as approved by the New York State Department of Health. The Fire Chief shall, within an additional two (2) business days, forward the same to the City Manager's Office. The failure of the Fire Chief to comply with this provision shall not be used to prejudice or curtail any of the claimants' rights under this Article, if the claimant has the receipt described in paragraph "4" of this Article.

2. The Work-Related Accident or Occupational Disease serves as an incident report, and shall contain, as additional information, names and addresses of witnesses to the injury-causing incident.
3. Any medical records provided to the City will be duplicated and provided to the firefighter, at the City's expense, upon request.
4. The firefighter or his or her representative shall be entitled to a receipt signed by the Fire Chief upon the filing of the "Employer's Report of Work-Related Accident or Occupational Disease" form and authorization for release of health information described above.

(b) Payment of Benefits Prior to Determination of Eligibility

1. If a firefighter is disabled due to an alleged on-the-job incident and is thereby caused to miss work, and a form "Employer's Report of Work-Related Accident or Occupational Disease" and authorization for health information have been filed with the Fire Chief within two (2) business days of the incident, the firefighter will receive all his or her benefits pursuant to Section 207-a including regular salary and wages from the first missed day of work. If a firefighter or his or her representative have not filed the required Work-Related Accident or Occupational Disease and medical authorization within two (2) business days of the incident, the firefighter will be considered to be on sick leave until such time as the Work-Related Accident or Occupational Disease and medical authorization are filed with the Fire Chief.
2. If a firefighter is ultimately determined to not be entitled to Section 207-a benefits, the City shall be entitled to recoupment of all Section 207-a benefits paid as set forth in Article IX of these procedures.
3. Payment of a claimant's medical treatment and hospital care expenses shall not constitute an admission by the City of the claimant's eligibility for 207-a benefits.

(c) Preliminary Determination by Administrator

1. Within fourteen (14) calendar days of submission of the Work-Related Accident or Occupational Disease and medical authorization to the Fire Chief, the Administrator shall issue a preliminary determination of eligibility. If the firefighter's Section 207-a claim is preliminarily denied, then, with ten (10) days of receipt of the Administrator's preliminary determination, the firefighter or any interested party may complete the claim for benefits (see Appendix A-2) form provided to the firefighter by the Administrator with the denial letter (see Appendix A-1) and then may submit it and a Request for Reconsideration and Hearing (see Appendix A-3) to the Administrator.
2. If the claim for Section 207-a benefits is preliminarily accepted by the Administrator, then the firefighter or his or her representative shall, within ten (10) days of receipt of the City's acceptance letter, complete and submit the form (see Appendix A-2) provided with the preliminary acceptance letter.
3. The forms to be completed and submitted by a firefighter, whether a claim is preliminarily denied, or accepted, shall be accompanied by a signed letter or certification of the firefighter's physician that the claimed injury or sickness is causally related to the firefighter's performance of duties. A completed form denominated as a "Doctor's Initial Report" for the NYS Workers' Compensation Board shall be sufficient for this requirement.

(d) Hearing Procedures

1. Within thirty (30) days of the firefighter's submission of the Request for Reconsideration and Hearing and submission of a physician's certificate or letter to the Administrator as provided for in the previous paragraph, a hearing date will be agreed upon between the parties. A firefighter has the right to be represented by an attorney at the hearing. Unless impractical, the hearing will be held within sixty (60) days of the firefighter's submission of the Request for Reconsideration and Hearing and submission of physician's certificate or letter.
2. The parties will select an independent hearing officer mutually agreed upon by the parties or their attorneys. If the parties cannot agree, then the parties shall jointly apply to PERB for a list of hearing officers from which a selection shall be made according to PERB rules.
3. Within thirty (30) days of the closing of the hearing record, the hearing officer shall issue a written recommendation to the City Manager, with a copy to the claimant's representative based upon his or her findings of

fact, limited to the firefighter's eligibility to receive benefits under Section 207-a. Costs of the hearing shall be the sole responsibility of the City.

4. Within thirty (30) days of receiving the hearing record, findings of fact and recommendation of the hearing officer, the City Manager shall make a final determination of the firefighter's eligibility to receive benefits under Section 207-a. This final determination shall be in writing, and is reviewable pursuant to Article 78 of the CPLR.
5. If the firefighter prevails in an Article 78 Proceeding challenging the City Manager's determination, he or she is entitled to a reimbursement of attorneys' fees actually paid, not to exceed the amount of the attorneys' fees paid to the City's attorneys for defending the proceeding. Each party is entitled to disclosure sufficient to ensure the reasonableness of the attorney's fees charged.

#### Article IV – Authorities and Duties of the Administrator

- (a) The Administrator shall have the sole and exclusive authority to make a preliminary determination as to whether a claimant is entitled to Section 207-a benefits. In making this decision, the Administrator shall examine the facts and circumstances of the case, evaluate the incident report and medical records provided pursuant to the claimant's authorization, and conduct such investigation as deemed necessary to preliminarily determine whether the claim should be paid under Section 207-a.
- (b) In making the preliminary determination, the Administrator shall have the authority to: (1) require the production of any book, document, or other record that pertains to the incident; (2) require the claimant to submit to one or more medical examinations; (3) require the attendance of the claimant and any other witness for testimony at any time upon reasonable notice; (4) require the claimant to sign forms for the release of medical information; and (5) employ any expert or specialist that may be helpful in reading a determination upon a Section 207-a application.

#### Article V – Holiday Pay/Clothing Allowance/Vacation Days/Sick Leave

- (a) For the first sixty (60) days while receiving benefits under Section 207-a, a firefighter will be eligible for holiday pay.
- (b) A Section 207-a eligible firefighter shall have his or her clothing allowance prorated in that year for the time worked.
- (c) A Section 207-a eligible firefighter's accumulated vacation days will be preserved, but no new days will be accumulated.

- (d) Sick leave days will be preserved unless it is determined that the employee is not entitled to Section 207-a benefits, at which time they will be applied to the City recoupment of benefits paid as provided in Article IX. There will be no sick leave day accumulation while a firefighter is receiving Section 207-a benefits.

#### Article VI – Medical treatment, Reports and Payments

- (a) Medical Treatment. The City may require any recipient of Section 207-a benefits to be attended for his or her injury or illness by a physician or physicians appointed by the City for this purpose in accordance with Section 207-a (1).
- (b) Medical Inspections. The administrator may, from time to time, require any claimant to submit to one or more examinations by a physician or physicians chosen by the City for this task.

#### Article VII – Disability Retirement Allowance and Pensions

- (a) All claimants are entitled to file applications for “Retirement for Disability Incurred in the Performance of Duty” pursuant to Section 363-c of the New York Retirement and Social Security Law or, when applicable, for “Accidental Disability Retirement Allowances” pursuant to Section 363 of Retirement and Social Security Law or any similar accidental disability pension provided by the pension funds of which they are members.
- (b) The claimant will assist the City in making any applications necessary to obtain benefits described in the preceding paragraph.

#### Article VIII – Light Duty Assignments

- (a) Firefighter may be assigned to light duty as provided in Section 207-a. Firefighter will be given written notice of their assignment to light duty by the Fire Chief. The Fire Chief shall notify the City manager when any employee of the Fire Department is assigned to light duty.

#### Article IX – Recoupment of Benefits Paid

- (a) The City shall be permitted to recoup Section 207-a benefits paid when no timely request for a hearing is made after the Administrator’s preliminary determination denies Section 207-a eligibility. The City shall also be entitled to recoup Section 207-a benefits paid after a final determination by the City manager that the firefighter was not eligible for Section 207-a benefits and the firefighter does not seek Article 78 review. Finally, recoupment will be permitted against a firefighter after an Article 78 Proceeding adverse to the firefighter once all rights of appeal are exhausted or waived.

- (b) The recoupment of lost wage benefits will be first pursued through the firefighter's sick leave.
- (c) If firefighter's sick leave is insufficient, then recoupment of lost wage benefits shall next be sought through the firefighter's vacation leave.
- (d) If the firefighter's sick leave and vacation leave are insufficient for recoupment of lost wage benefits paid, the City has a right to recoupment through the following garnishing techniques after demand for payment and no tender of payment is forthcoming from the firefighter: (i) If the firefighter is still employed by the City, up to 10% of their gross income may be garnished; (ii) For firefighters who are about to retire, their "close out" pay will be used toward satisfaction of Section 207-a recoupment obligations.

If the firefighter is covered by the City's health insurance plan, recoupment of medical expenses shall first be sought from that plan.

#### Article X – Changes in the Condition of a Section 207-a Recipient

- (a) It is acknowledged that any Section 207-a recipient should notify the Administrator of any change affecting eligibility for benefits. To that end, the City may require certification by the 207-a recipient and his or her physician as frequently as every six (6) months, that the recipient has been and continues to be disabled and has not engaged in employment prohibited by 207-a. If the City determines that any change of condition has occurred which enables the recipient to return to normal duties, the recipient shall be liable to the City for all 207-a benefits received on or after the date said change arose.

#### Article XI – Right to Review and Examination

- (a) Firefighters receiving Section 207-a benefits shall submit to medical examination and inspections as requested by the Administrator. The number, time, place and manner of the medical examinations or inspections shall be reasonable. The City shall pay all costs associated with attending any medical exam required by the Administrator. For purposes of calculating such costs, the firefighter's residence shall be considered the City of Watertown.
- (b) Based upon the medical examinations and inspections, or other factual information coming to the knowledge of the City, the City may require a hearing to determine the firefighter's continued eligibility to receive Section 207-a benefits. Within thirty (30) days of such information being provided to the City or any authorized agent, the City shall notify by certified letter the 207-a recipient of its desire to hold such a hearing to contest continued eligibility or previous receipt of Section 207-a benefits.

Article XII – Occupational Disease

Any occupational disease as defined in the New York State Workers’ Compensation Law, which is causally related to a firefighter’s duties, shall constitute a disability under Section 207-a. Firefighters who claim job-related injuries due to occupational disease must file a form “Employer’s Report of Work-Related Accident or Occupational Disease” and if medical treatment is sought for such disease, an authorization for health information, within thirty (30) days of when he or she knew or should have known of the presence of the occupational disease. Any failure to file the Work-Related Accident or Occupational Disease and medical authorization as required by this paragraph, and to follow the procedures for the processing of a claim for Section 207-a benefits, shall be deemed a waiver of those benefits.

Article XIII – Exclusivity of Procedures

These procedures are the sole exclusive procedures for determining a firefighter’s eligibility for benefits under Section 207-a. As such, a firefighter shall have no right to challenge decision of the Administrator or City Manager regarding eligibility or continued eligibility for 207-a benefits under the grievance machinery included in any collective bargaining agreement to which the firefighter or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. The scope of the arbitrator’s authority will be solely to determine whether the procedures were complied with or violated.

\_\_\_\_\_  
Daniel Daugherty  
Union President, Local 191

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Nathaniel G. Lambright, Esq.  
Union Attorney

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Kenneth Mix  
Acting City Manager of the City of Watertown

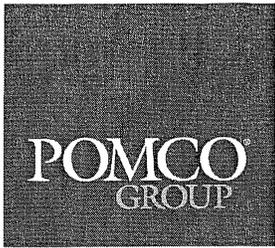
\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Robert J. Slye, Esq.  
Attorney for the City of Watertown

\_\_\_\_\_  
Dated:

## Appendix

- A-1 Preliminary Acceptance/Denial Letter
- A-2 Claim for Section 207-a Benefits
- A-3 Request for Reconsideration and Hearing
- A-4 Report of Exposure



Insert Date

NAME ADDRESS

RE: PRELIMINARY DETERMINATION - ENTITLEMENT TO SECTION 207-A  
BENEFITS REPORT OF INJURY - <<Event Date>>

Dear Firefighter:

Your report of injury or sickness has been received and reviewed by this office. We have also received your completed medical authorization. Based on the information obtained, we have made the following preliminary determination on behalf of the City of Watertown.

[ ] Our investigation indicates that you are preliminarily qualified for benefits under Section 207-a of the General Municipal Law.

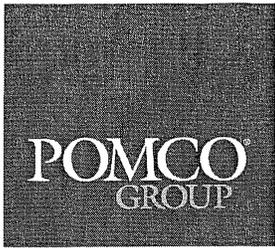
You are also required to submit, with the Claim for Benefits form, a letter of certification from your physician that your claimed injury or sickness is causally related to your performance of duties. Completion by your physician of a letter or certification of the firefighter's physician that the claimed injury or sickness is causally related to the firefighter's performance of duties.

Your failure to comply with these requirements may result in the delay of final approval or a denial of benefits.

[ ] Our investigation indicates that your claim is covered under the New York State Workers' Compensation Law. Your report has been filed with the Workers' Compensation Board, Syracuse, New York, and will be handled in accordance with the Compensation Law.

If you **disagree** with this preliminary determination and wish to submit an application for Section 207-a benefits, please complete the enclosed Request for Reconsideration and Hearing and the enclosed Claim for Benefits form in their entirety and submit to this office within ten days of your receipt of this letter.

You are also required to submit, with Request for Reconsideration and Hearing and the enclosed Claim for Benefits form, a letter of certification from your



physician that your claimed injury or sickness is causally related to your performance of duties. Completion by your physician of a letter or certification of the firefighter's physician that the claimed injury or sickness is causally related to the firefighter's performance of duties.

Your failure to comply with these requirements may result in the delay of final approval or a denial of benefits.

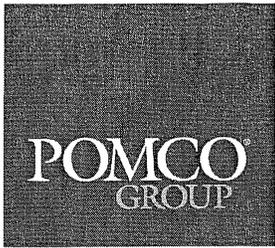
[        ] Our investigation indicates that your claim is preliminarily NOT eligible for coverage under Section 207-a of the General Municipal Law OR New York State Workers' Compensation Law. Any medical charges incurred by you should be directed to your group health carrier.

If you **disagree** with this determination and wish to submit an application for Section 207-a benefits, please complete the enclosed Request for Reconsideration and Hearing and the enclosed Claim for Benefits form in their entirety and submit to this office within ten days of you receipt of this letter.

You are also required to submit, with Request for Reconsideration and Hearing and the enclosed Claim for Benefits form, a letter of certification from your physician that your claimed injury or sickness is causally related to your performance of duties. Completion by your physician of a letter or certification of the firefighter's physician that the claimed injury or sickness is causally related to the firefighter's performance of duties.

We have received your completed form denominated as an Employer's Report of "Work-Related Accident or Occupational Disease" of the New York State Workers' Compensation Board which indicates that you claim an on the job injury or illness but have no compensable lost time and have not sought medical treatment for your claim. We will retain this record pursuant to our legal obligations to do so. Should you lose time from work and/or seek medical treatment in the future for this alleged injury or illness, please contact our office at the below number.

Your failure to comply with these requirements may result in the delay of final approval or a denial of benefits.



If you have any questions, please do not hesitate to contact this office.

Yours truly,

Representative's Name  
Claims Adjuster  
Phone Number

Enclosures  
cc: Office of the City Manager  
Fire Chief

CLAIM FOR BENEFITS UNDER SECTION 207-AOF THE GENERAL MUNICIPAL LAW  
CITY OF WATERTOWN FIRE DEPARTMENT

Your Name \_\_\_\_\_

Address \_\_\_\_\_

Injury Date \_\_\_\_\_ Time \_\_\_\_\_ Reported Date \_\_\_\_\_

Nature of Injury/Illness \_\_\_\_\_

Where Did Accident Happen? \_\_\_\_\_

Describe How Accident/Injury Occurred \_\_\_\_\_

\_\_\_\_\_

Was First Aid Treatment Rendered?  Yes  No By Whom? \_\_\_\_\_

Were you Hospitalized?  Yes  No Where? \_\_\_\_\_

Name & Address of Physician \_\_\_\_\_

Is Time Being Lost From Work?  Yes  No

First Day Lost \_\_\_\_\_ Return to Work \_\_\_\_\_

Was There Another Party Responsible for This Injury?  Yes  No

If So, Who? \_\_\_\_\_

Have You Ever Injured This Part of Your Body Before?  Yes  No

If So, When? \_\_\_\_\_ Who Was Your Doctor? \_\_\_\_\_

What Were the Circumstances? \_\_\_\_\_

Do You Have Any Other Disabilities or Illnesses?  Yes  No

If Yes, What Is the Disability or Injury? \_\_\_\_\_

Who Is Your Treating Physician? \_\_\_\_\_

Are You Employed (or self-employed) Elsewhere?  Yes  No

Name and Address of Employer \_\_\_\_\_

Injured Party's Signature \_\_\_\_\_

Date \_\_\_\_\_

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY.

REQUEST FOR RECONSIDERATION AND HEARING

TO: Administrator  
Address

Re: Request for Reconsideration and Hearing  
(Name of Applicant)

Dear Sir or Madam:

I am in receipt of your letter dated \_\_\_\_\_ preliminarily denying my application for benefits under Section 207-a of the New York General Municipal Law.

Please accept this letter, together with the enclosed Claim for Benefits and the enclosed Letter of Certification of my physician to the effect that my claimed injury or sickness is causally related to my performance of duties, as my request for reconsideration of my claim and for a hearing.

I understand that, within thirty (30) days of my submission of this letter, and the enclosed completed claim form and physician's certificate or letter, a hearing date will be agreed upon to determine my eligibility for benefits.

I am/am not represented by an attorney. If so, my attorney's name and address is:

\_\_\_\_\_.

Thank you for your attention to this matter.

Very truly yours,

\_\_\_\_\_  
Firefighter

REPORT OF EXPOSURE\*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the firefighter claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Firefighter

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Supervisor

\*This form is to be used by a firefighter to report a claimed exposure to noxious substances. A copy of this report will be placed in the fire fighter's personnel file. It is not necessary to submit a medical authorization to accompany this form.

Res No. 4

September 24, 2020

To: The Honorable Mayor and City Council  
From: Dale Morrow, Purchasing Manager  
Subject: Authorizing the Sale of Various Surplus Equipment

The Police Department, the Purchasing Department, the Department of Public Works, and the Fire Department have submitted a listing of surplus equipment/vehicles to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Also, the Police Department has acquired forty-three abandoned bicycles this year, as per the attached list.

Staff is recommending that the above equipment/vehicles and bicycles be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of Various Surplus Equipment/Vehicles, and Sale of Bicycles

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the City of Watertown has various surplus equipment/vehicles and has also acquired a number of abandoned bicycles, the description of which is attached and made a part of this resolution, and

WHEREAS the various equipment/vehicles and abandoned bicycles may have some value best determined by on-line auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of the various surplus equipment/vehicles and abandoned bicycles as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

***Seconded by***

# 2020---SURPLUS ITEMS

## POLICE DEPARTMENT

1. Six (6) Ninja Kitchen Products – (Police Department took possession on August 11, 2019):
  - (2) Ninja Chefs
  - (2) Ninja Pro Blenders
  - (1) Ninja Supreme Kitchen System
  - (1) Ninja Foodi
2. (17) Sierra Wireless Airlink GX440 and MiMo antennas
3. (43) abandoned bicycles

## PURCHASING DEPARTMENT

1. Four (4) iPhones
  - (1) iPhone 6
  - (2) iPhone 5S
  - (1) iPhone 4S
2. Five (5) Otter Box iPhone cases assorted

## DPW

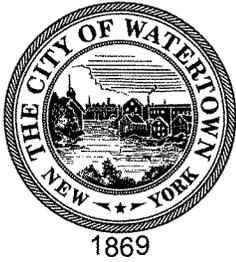
1. Surplus tires and obsolete parts
2. Snow plow wings, moldboards, and box pusher
3. Detroit Diesel Series 50 engine (CitiBus) —core
4. Allison B400 auto transmission (CitiBus)—core
5. Allison B400 auto transmission —(CitiBus) new
6. Various Orion bus parts (CitiBus)
7. 2002 Orion V 30' transit bus ID# B1880
8. Hydraulic driven water pump—Electric Dept.
9. 2008 Ford F250 x-cab pickup w/ fisher plow WWTP ID# 11-19\*
10. 1997 Ford pickup w/service body ID# 1-39
11. 1997 Ford F350 pickup w/service body P&R ID# 3-20
12. 1997 Ford F350 chassis cab -- City Electric ID # 6-4

13. 400 watt metal Halide lamps (28)—Citibus
14. 2005 Ford F350 4x4 Dual rear wheel truck w/service body, lift gate, and crane  
WWTP ID# 11-17 \*
15. Multiquip pumps (2)
16. 1987 Chevrolet pickup w/flat bed body ID# 1-84
17. Concrete manholes and catch basins
18. Mid-size oxy-acetylene tanks (one O<sub>2</sub>, one C<sub>2</sub>H<sub>2</sub> )
19. Chicago Pneumatic; C-P 1" impact wrench
20. Steel door frames—new
21. 2004 Pace American enclosed trailer—sidewalk program
22. Two person chain saw
23. Ford 8' pickup box
24. Multiquip tamper
25. 1977 SMI snow blower

- Replacement vehicle ordered but not yet delivered to City

## **FIRE DEPARTMENT**

1. Air compressor



# CITY OF WATERTOWN, NEW YORK

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

Dale Morrow  
 Purchasing Manager

Res No. 5

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid #2020-15 – WTP Soda Ash System Rehabilitation Project  
 (Letter of Recommendation)  
**DATE:** 09/15/20

The City's Purchasing Department advertised in the Watertown Daily Times on July 1, 2020, calling for sealed bids from qualified bidders for construction of the City of Watertown Water Treatment Plant Soda Ash System Rehabilitation – Rebid, as per City specifications.

The WTP Soda Ash System Rehabilitation Project was part of the 2018-19 Capital Budget, page 319, budgeted at \$270,000. This project went out for bid in March 2020, and one bid was received in the amount of \$758,900. City Council subsequently rejected this bid on April 6, 2020.

Bernier, Carr & Associates issued Invitations to Bid to area plan houses and (1) one prospective bidder with a total of two (2) sealed bids being submitted. The Purchasing Department publicly opened and read the sealed bids on August 4, 2020, at 3:00 pm local time. The bid tabulation for the bids is shown below.

<b>CONTRACT NO. 1 - General Construction</b>				
Contractor	Bid Security	Acknowledge Add	Total Base Bid (Bid Item Nos. 1-6)	Delete Alternate No.1 Alkalinity Analyzer
<b>Continental Construction</b> Gouverneur, New York	X		\$ 621,082.00	\$ 30,961.00
<b>Spensiere Diversified</b> Syracuse, New York	X		\$ 635,000.00	\$ 24,000.00

Bernier, Carr & Associates and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

It is important that this project move forward as it will reduce the lead exposure of City residents by decreasing the corrosiveness of our water on pipes. It was highly recommended when NYS Department of Health found that we exceeded acceptable lead levels in 2016. Staff would have recommended acceptance of the low bid even though it is higher than the budget amount, but it is over the threshold requiring separate specifications and bidding for the electrical and plumbing work under the Wicks Law. Any project costing over \$500,000 is required to have separate specifications and bidding for each trade.

The March bid was thought to be an anomaly because there was nothing to compare it with other than the estimates prepared by two engineering firms. The second round bids were much lower. Their closeness in price indicates that they represent the true cost and the engineering estimates were too low.

There is a court case that ruled that separate contracts are not required if there is a bona fide estimate showing that the cost will be less than \$500,000. The last engineering estimate was \$297,900. An opinion was sought from New York State Department of Labor, and they determined that separate contracts are required. Therefore, Staff has no alternative but to recommend rejection of the bids.

The project will be re-bid with separate specifications for general construction, electrical work, and plumbing work.

The Staff recommends that City Council reject the bids for the WTP Soda Ash System Rehabilitation Project and a Resolution is attached for Council's consideration. If there are any questions concerning this recommendation, please contact me at your convenience.

# RESOLUTION

Page 1 of 1

Rejecting Bids for Water Treatment  
Plant Soda Ash System Rehabilitation  
Project

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

Total .....

YEA	NAY

### *Introduced by*

WHEREAS the City Purchasing Department has advertised and received sealed bids for WTP Soda Ash System Rehabilitation Project, as per City specifications, and

WHEREAS bid invitations were also issued to area plan houses and (1) one prospective bidder with two (2) sealed bids submitted to the Purchasing Department, and

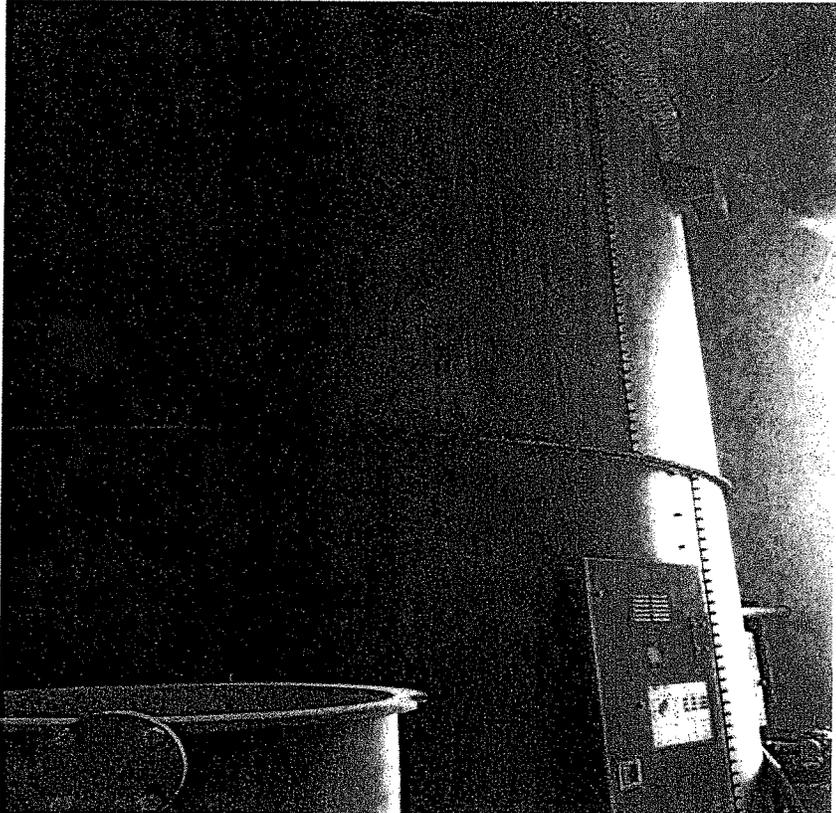
WHEREAS on Tuesday, August 4, 2020, at 3:00 p.m., the bids received were publicly opened and read, and

WHEREAS Bernier, Carr & Associates, PC reviewed the bids received with the Purchasing Department, and it is Staff's recommendation that the City Council reject the bids received,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown reject the bids received for WTP Soda Ash System Rehabilitation Project, per City specifications, in order for the bid to be re-bid at a later date.

### *Seconded by*

FISCAL YEAR 2018-2019  
 CAPITAL BUDGET  
 FACILITY IMPROVEMENTS  
 WATER TREATMENT PLANT

PROJECT DESCRIPTION	COST
<p data-bbox="207 575 672 611">Soda Ash Dry Chemical System</p> <p data-bbox="207 648 1247 989">April of 2017 the City hired an engineering firm to perform a water quality and operational evaluation of the treatment process in response to the Lead action level exceed in 2016. As a result of the study, resuming the use of Soda Ash is recommended in the Water Quality and Operational Evaluation, City of Watertown, NY as a means to control corrosion and the leaching of Lead. The project will revamp a dry chemical feed system that was decommissioned 15 years ago. The use of Soda Ash will increase the alkalinity of the finished water entering the distribution system. Creating a finished product that is less aggressive in the corrosion of water mains and house hold plumbing. The improved water chemistry will reduce the leaching of lead from sources found inside some homes.</p>  <p data-bbox="196 1814 1218 1881">Funding to support this project will be through the issuance of a 10 year serial bond with projected FY 2019-20 debt service of \$35,100.</p>	<p data-bbox="1305 579 1446 615">\$270,000</p>
<p data-bbox="1094 1902 1243 1944">TOTAL</p>	<p data-bbox="1292 1902 1433 1944">\$270,000</p>

Res No. 6

September 29, 2020

To: The Honorable Mayor and City Council

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

Subject: Approving the Grant Agreement for the Community Development Block Grant (CDBG) Program Coronavirus Aid, Relief and Economic Security Act (CARES Act) Grant Funding

The City has been notified by the U.S. Department of Housing and Urban Development (HUD) that the Amendment to the City's CDBG Annual Action Plan for Program Year 2020 has been approved. As the City Council will recall, the amendment was required in order to include \$541,672 in funding provided to the City through the CARES Act. HUD has prepared the attached Grant Agreement for signature.

The attached resolution has been prepared for City Council consideration that approves the Grant Agreement for the first round of CARES Act grant funding and authorizes the Mayor to sign it.

RESOLUTION

Page 1 of 1

Approving the Grant Agreement for the Community Development Block Grant Program Coronavirus Aid, Relief and Economic Security Act (CARES Act) Grant Funding

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

Table with 2 columns: YEA, NAY. 6 rows for voting.

Introduced by

\_\_\_\_\_

WHEREAS the City of Watertown has completed an amendment to its Program Year 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to include \$541,672 in funding provided to the City through the Coronavirus Aid, Relief and Economic Security Act (CARES Act), and

WHEREAS the City has submitted the amendment to the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS HUD has approved the City's Amendment to the Annual Action Plan and has prepared a Grant Agreement for the grant funding,

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

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

Seconded by

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

## U.S. Department of Housing and Urban Development

Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Watertown City	3a. Grantee's 9-digit Tax ID Number 156000419	3b. Grantee's 9-digit DUNS Number 071600076
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Room 302 245 Washington St Watertown, NY 13601-0000	4. Date use of funds may begin (mm/dd/yyyy) 09/15/2020	
	5a. Project/Grant No. 1 B-20-MW-36-0121	6a. Amount Approved \$541,672
	5b. Project/Grant No. 2	6b. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name) William O'Connell	Grantee Name (Contractual Organization) Watertown City (City Of Watertown)
Title CPD Director	Title Mayor, City of Watertown
Signature  Digitally signed by: WILLIAM O'CONNELL DN: CN = WILLIAM O'CONNELL C = US O = U.S. Government OU = Department of Housing and Urban Development Date: 2020.09.15 14:45:41 -04'00'	Date (mm/dd/yyyy) 09/15/2020
	Signature X
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 09/03/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 09/15/2020	
9c. Date of Start of Program Year 07/01/2020			
11. Amount of Community Development			
Block Grant		FY (2020)	
a. Funds Reserved for this Grantee		\$541,672	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

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

### HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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### Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

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

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

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
  
- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
  
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
  
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

September 29, 2020

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Residence C

At the September 21, 2020 City Council meeting, following a discussion regarding a proposed dental office development at the above subject addresses, the Council directed Staff to prepare a Zone Change application for the Planning Board requesting to rezone the subject parcels from Residence B to Residence C.

The property owners had originally requested a zone change to Neighborhood Business to facilitate an anticipated retail component of their proposed development. However, during the course of the Council meeting, they communicated that they no longer proposed a retail use as part of the development, only the dental office use and a storage use above it.

The Council subsequently proposed rezoning the properties to Residence C instead, which allows “physicians and/or dental offices,” but with significant limits on the number of offices and employees in a single structure. The Council then discussed amending the text of the Zoning Ordinance to remove these restrictions on dental and physician uses in Residence C districts and directed Staff to prepare a text amendment to that effect.

Prior to the Planning Board’s consideration of the new zone change and text amendment, Staff wanted to bring two significant issues to the Council’s attention. The first is that rezoning these three parcels to Residence C would amount to spot zoning. Spot zoning refers to the rezoning of a parcel of land to a use category different from the surrounding area, whenever “the change is other than part of a well-considered and comprehensive plan calculated to serve the general welfare of the community.”

The proposed zone change would be inconsistent with the City’s recently adopted Comprehensive Plan as the plan recommends an Urban Mixed Use future land use for this area. Urban Mixed Use areas are generally areas located between business districts and residential neighborhoods where land use transitions from more intense urban business to lesser intense residential uses and compatible non-residential uses.

The second concern is that the proposed text amendment to allow “physicians and/or dental offices” in Residence C without any limits on the number of offices and employees would apply to every Residence C district in the City. The change would remove the limits on the operational scale of physicians and dental offices in all Residence C districts citywide. This change may cause unintended consequences in some of the City’s other neighborhoods. The attached map illustrates all of the areas in the City that are currently zoned Residence “C” where the amendment would apply.

A path forward that alleviates both of the above issues would be to rezone the subject parcels to Limited Business. This would eliminate the spot zoning concern, as it would connect to an existing adjacent Limited Business district, and it would be consistent with the Comprehensive Plan. A Limited Business district is a zoning designation designed to serve as the transition between more intense uses and lesser intense residential use.

Additionally, as Limited Business districts do not carry the same operational capacity restrictions on physicians and dental offices as Residence C, it would remove the need for the text amendment and eliminate the potential for citywide impacts. As expressed in its name, the Limited Business designation also allows very limited, lower impact types of uses, which would minimize the future impact to the surrounding neighborhood, which was the Council’s primary concern in suggesting a different zoning designation instead of the originally proposed Neighborhood Business District.

# ZONING MAP

## OF THE CITY OF WATERTOWN NEW YORK

Adopted  
FEBRUARY 16, 2016  
As Amended Through  
February 3, 2020



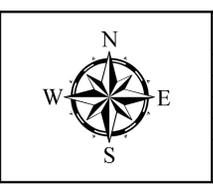
### Legend

- <all other values>
- RESIDENCE C

Revision:	Description of Revision:	Date:	By:

Project:	CITY OF WATERTOWN, NEW YORK
Title:	ZONING MAP

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



Project: CITY OF WATERTOWN, NEW YORK	
Drawn By: J.Carlsson	Approved By:
Scale: 1 inch = 900 feet	Date:
Map Number: 14-16	
Title: ZONING MAP	

September 30, 2020

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, City Manager  
Subject: Stephen Gilbert Donation to Police Department

Stephen Gilbert has sent a \$500 donation to the Police Department. His letter explaining the gift is attached. His desire is that the money be donated to charities of the Department's or Officer Robert L. Sines' choice and that a part of it go toward refreshments for the whole Department.

I suggest that the City Council accept the donation and distribute it to the Police Benevolent Association for distribution of \$400 to charities of their choice and the purchase of refreshments with the remaining \$100.

**The Dealer Trader Auto Group, LLC**

23072 St Rt 12

Watertown, NY 13601

Phone: 315-777-4668

Fax: 315-777-4699

9/22/2020

I would like to take the time to express my gratitude to your department for the diligence and effort of one of your officers. Officer Robert L Sines, due to officer Sines efforts and persistence regarding a trespassing issue at 420 Eastern Blvd Watertown NY. A construction company was utilizing one of my properties without permission or the proper insurance and other documentation required. I had to meet with officer Sines several times on this matter and each time he was courteous and prompt. Due to officer Sines efforts aiding in this case I was able to resolve this issue in a favorable light to both parties with minimal effort. Please let me add in the few instances I have required the aid of The Watertown Police department in the last sixteen years I have always been treated in a professional manner. Because of officer Sines efforts in this matter and our appreciation in general for your department's efforts in keeping the community and our businesses safe, the following companies I own wish to make several donations equaling the amount of \$500 in behalf of officer Sines and your department in general. The donations will come in several different checks from the following companies I own. The funds can be donated to the charities of the departments choice and or the choice of officer Sines if permitted. We would request one or part of the donations be used to buy the entire department coffee, donuts, or anything they can enjoy. The following companies will be enclosing donation checks. Thank you again to officer Sines and The Watertown Police Department for all your diligent work in keeping our community and business's safe.

Florida Fine Cars & Trucks LLC \$100

The Dealer Trader Auto Group LLC \$100

A-Z Automotive Repair \$100

Get R Done Complete Automotive Repair \$100

United Realty & Development LLC \$100

Sincerely,

Stephen Gilbert

305-781-9111

