

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, August 2, 2021

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 2, 2021, 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 unvaccinated attendees must wear a mask.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing the Sale of Various Surplus Equipment - Library
- Resolution No. 2 - Authorizing Abate of Vacant Property Registration and Inspection Fees, 808 Cooper Street
- Resolution No. 3 - Approving the Grant Agreement for the Community Development Block Grant Program Coronavirus Aid, Relief and Economic Security Act (CARES Act) Rounds 1 & 3 Grant Funding
- Resolution No. 4 - Approving the Grant Agreement with the Watertown Urban Mission for CDBG CARES Act Funding for The Pantry to You Project
- Resolution No. 5 - Approving the Grant Agreement with the Community Action Planning Council of Jefferson County for the Second Round of CDBG CARES Act Funding for Food Pantry Assistance
- Resolution No. 6 - Approving the Grant Agreement with the Salvation Army for the Second Round of CDBG CARES Act Funding for Food Pantry Assistance

- Resolution No. 7 - Approving the Grant Agreement with the United Way of Northern NY for the Watertown City School District Food 4 Families Program for the Second Round of CDBG CARES Act Funding
- Resolution No. 8 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association
- Resolution No. 9 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown
- Resolution No. 10 - Changes to Annual City Fees and Charges Schedule
- Resolution No. 11 - Accepting Change Order No. 1 for Flower Memorial Library Ceiling Replacement Project, Construction, Design and Management Inc.

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

- Tabled Resolution Authorizing Granting of American Rescue Plan Act Funds to Hospice of Jefferson County

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

- To Discuss Collective Bargaining

WORK SESSION

Next Work Session is scheduled for Monday, August 9, 2021, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, AUGUST 16, 2021.

Res No. 1

July 27, 2021

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

The Flower Memorial Library has 49 cartons of USG frost basic acoustical panels that are no longer useful and therefore no longer of value to the City.

Staff is recommending that the above 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 - Library

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has 49 cartons of USG frost basic acoustical panels,
and

WHEREAS this equipment may have some value best determined by online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown,
New York, that it hereby authorizes the sale, by online auction, of the 49 cartons of USG frost
basic acoustical panels, and

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

Seconded by

Res No. 2

July 27, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Abate of Vacant Property Registration and Inspection Fees,
808 Cooper Street

Keith Goutremout, the current owner of 808 Cooper Street, has requested that the Vacant Property Registration and Inspection Fees charged against the property be abated.

Mr. Goutremout held the mortgage on the property and was in the process of foreclosing on the property when foreclosure proceedings were halted due to COVID. He was not the owner of record, so all correspondence went to the previous owner. He was not aware that \$800 was being charged for Vacant Property Registration and Inspection. After it was not paid it was re-levied on the tax bill.

All taxes are current, and the property has been properly maintained.

A resolution abating the charge is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Abate of Vacant Property
Registration and Inspection Fees,
808 Cooper Street

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Vacant Registration and Inspection Fees on 808 Cooper Street has gone unpaid, and

WHEREAS, the amount of such fee was re-levied onto the July City tax bill, and

WHEREAS this property owner was in the process of foreclosure before New York State placed a moratorium on foreclosure proceedings, and

WHEREAS the property owner has kept all taxes current and the property has been properly maintained, and

WHEREAS it is City Council's desire to relieve the property owner of the hardship caused by this increased City tax bill,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that 2021-2022 City property tax amount due for 808 Cooper Street, Parcel No. 2-09-129.000, be reduced by \$800 for the re-levied Vacant Property Registration and Inspection Fees, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the above amount is hereby abated and the City Comptroller is hereby authorized to mark his books and records accordingly.

Seconded by

Kenneth Mix

From: Keith Goutremout <keith@JeffersonAbstract.com>
Sent: Friday, July 23, 2021 11:16 AM
To: Kenneth Mix
Subject: 808 Cooper St.

Ken Mix
City Manager
245 Washington St.
Watertown, N.Y. 13601

Ken, as we have discussed, the City billed a Vacant property registration fee on 808 Cooper St. to the owner Christopher and Harmony Reynolds.
The Reynold's had vacated the property. I was the mortgage holder and was in the process of foreclosure when the Pandemic hit and the Governor put a Moratorium
In place halting all Foreclosure proceedings state wide. I did go into the property, changed the locks and kept the place mowed etc. while I was halted for completing
The Foreclosure. I paid all back taxes and kept the taxes current. I had no idea the Vacant property fee had been billed. As you know I am quite familiar with taxes, and the process.
I do not believe the Vacant Property lien should be added to the July City tax bill. Hopefully this can be rectified.

Again, I thank you for your time.

Respectfully,

Keith A. Goutremout, President

Jefferson Abstract Corp.
119 Sherman St, Suite 2
Watertown NY 13601
P 315-782-4203

Res No. 3

July 26, 2021

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) Rounds 1 & 3 Grant Funding

The City has been notified by the U.S. Department of Housing and Urban Development (HUD) that the second Amendment to the City's CDBG Annual Action Plan for Program Year 2020 has been approved. As the City Council will recall, a second amendment was required in order to identify how the City intends to allocate both rounds of CARES Act funding in the amount of \$822,582. 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 both rounds 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)
Rounds 1 & 3 Grant Funding

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has completed a second amendment to its Program Year 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to include \$822,582 in funding provided to the City through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) Rounds 1 and 3, 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

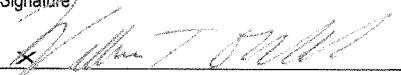

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to sign the Agreement on behalf of the City Council.

Seconded by


Funding Approval/AgreementTitle 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 ProgramOMB 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 \$822,582
	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 T. O'Connell		Grantee Name (Contractual Organization) Watertown city (City Of Watertown)	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 07/21/2021	Signature 	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) 06/28/2021	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 07/21/2021	
		9c. Date of Start of Program Year 07/01/2020	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved		\$822,582	
c. Reservation to be Cancelled (11a minus 11b)			

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

HUD Accounting use Only

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

Treasury Symbol: 86 0/20162 Program Area: IDIS RO/FO: 0206 (Buffalo) Program: CDBG-CARES Pgm Code: E9C
TaC Code: 126 BFY4: 2021 PoA Cd: 3 BFY: 1

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).



U.S. Department of Housing and Urban Development
Buffalo Office
465 Main Street
Buffalo, New York 14203-1780
(716) 551-5755

Mr. Michael Lumbis
Director, Planning and Development
Watertown City Hall
245 Washington Street
Watertown, NY 13601

July 21, 2021

Dear Mr. Lumbis:

SUBJECT: CARES Act Award Transmittal

The Buffalo Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 1 (Previously Awarded on 9/15/2020)	\$541,672
Community Development Block Grant Program (CDBG-CV) Round 3	\$280,910
Total CDBG-CV Funds	\$822,582

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed grant agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. The HOPWA-CV notice was issued on May 8, 2020 and is posted here: https://www.hud.gov/program_offices/comm_planning. Once CDBG and ESG Program Notices are final, they will be transmitted to all grantees for use in administering each program and will also be published in the Federal Register. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each grant agreement or grant agreement amendment. Electronic signature and email submission of the agreement or amendment to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of William T. O'Connell, Director, Community Planning and Development and please e-mail a copy of the fully executed grant agreement(s) to: **Carol.K.Wilke@hud.gov**. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

All grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds which will delay your ability to drawdown funds in IDIS. Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Tremeeka Norman, CPD Rep at 716-646-7077 or Tremeeka/L.Norman@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "William T. O'Connell". The signature is fluid and cursive, with the first name "William" being the most prominent.

William T. O'Connell
Director, Community Planning
And Development Division

Enclosures

July 27, 2021

To: The Honorable Mayor and City Council

From: Jennifer Voss, Senior Planner

Subject: Approving the Grant Agreement with Watertown Urban Mission for CDBG CARES Act Funding for the Pantry to You Project

The Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on June 21, 2021, included \$71,500 in CARES Act funds to pay for food and associated supplies, as well as a delivery service in support of the Pantry to You Project located at the Watertown Urban Mission. The mobile food pantry service will deliver boxes of food to those who are unable to get to the Food Pantry due to COVID-19 concerns and/or lack of transportation. The food will be delivered to low- and moderate-income families living in the City of Watertown.

An agreement between the City of Watertown and the Watertown Urban Mission has been drafted and is attached. The Mission will comply with all CDBG regulations and provide the City with a complete financial report on the use of grant funds.

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

RESOLUTION

Page 1 of 1

Approving the Grant Agreement with the Watertown Urban Mission for CDBG CARES Act Funding for The Pantry to You Project

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member PIERCE, Sarah V.C.
- Council Member RUGGIERO, Lisa A.
- Council Member SPAZIANI, Leonard G.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on June 21, 2021, included \$71,500 in CARES Act funds to pay for food, associated supplies and a delivery service in support of the Watertown Urban Mission Pantry to You Project, and

WHEREAS the food will be delivered to low- and moderate-income families living in the City of Watertown, and

WHEREAS a Grant Agreement between the City of Watertown and the Watertown Urban Mission for the CDBG CARES Act funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with the Watertown Urban Mission, 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 Grant Agreement on behalf of the City Council for the 2020 CDBG CARES Act Watertown Urban Mission Pantry to You.

Seconded by:

GRANT AGREEMENT

This Grant Agreement (“***Grant Agreement***”) is made this ____ day of _____, 2021, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the “***Grantor***”), and **the WATERTOWN URBAN MISSION**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the “***Grantee***”).

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City’s Community Development Block Grant (CDBG) program. CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-20-MW-36-0121.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG-CV funds in the amount of Seventy-One Thousand Five Hundred and 00/100 (\$71,500.00) Dollars (hereinafter referred to as the “***Grant Funds***”) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies as well as the delivery service component (“***Grant Purposes***”) incurred by the Grantee in support of the Watertown Urban Mission Pantry to You Project (the “***Project***”). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification. Grantee agrees to provide Grantor a copy of all subcontracts, agreements, etc, established for the purpose of providing the delivery service portion of the project.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food and pay for the delivery service in support of the Watertown Urban Mission Pantry to You Project which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each

party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

WATERTOWN URBAN MISSION,
a 501 (c)(3) Not-For-Profit Organization

By: Dawn Cole
Its: Executive Director

CITY OF WATERTOWN

By: Jeffrey M. Smith
Its: Mayor

To: The Honorable Mayor and City Council

From: Jennifer Voss, Senior Planner

Subject: Approving Grant Agreements with Community Action Planning Council of Jefferson County, United Way of Northern New York, and the Salvation Army for a Second Round of CDBG CARES Act Funding for Food Pantry Assistance

The Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on June 21, 2021, included \$97,500 in CARES Act funds to pay for food and associated supplies in support of three local food pantries. Grants of \$32,500 each will be made available to the Community Action Planning Council, the Salvation Army and the Watertown City School District Food 4 Families Program. The food will be made available to low- and moderate-income families living in the City of Watertown.

An agreement between the City of Watertown and each of the food pantries has been drafted and is attached. The United Way will receive the funds and purchase food for the Watertown City School District Program from the Central New York Food Bank. All pantries will comply with all CDBG regulations and provide the City with a complete financial report on the use of grant funds.

The resolutions prepared for City Council consideration approve each of the proposed agreements and authorizes the Mayor to sign them on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the Community Action Planning
Council of Jefferson County for the Second
Round of CDBG CARES Act Funding for
Food Pantry Assistance

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on June 21, 2021, included \$32,500 in CARES Act funds to pay for food and associated supplies in support of the Community Action Planning Council of Jefferson County food pantry, and

WHEREAS the food will be made available to low- and moderate-income families living in the City of Watertown, and

WHEREAS a Grant Agreement between the City of Watertown and the Community Action Planning Council for the CDBG CARES Act funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with the Community Action Planning Council, 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 Grant Agreement on behalf of the City Council for the 2021 CDBG CARES Act Community Action Planning Council Food Pantry Assistance.

Seconded by:

GRANT AGREEMENT

This Grant Agreement (“***Grant Agreement***”) is made this ____ day of _____, 2021, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the “***Grantor***”), and the **COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the “***Grantee***”).

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City’s Community Development Block Grant (CDBG) program. CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-20-MW-36-0121.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG-CV funds in the amount of Thirty-Two Thousand Five Hundred and 00/100 (\$32,500,000.00) Dollars (hereinafter referred to as the “***Grant Funds***”) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies (“***Grant Purposes***”) incurred by the Grantee in support of the Community Action Planning Council of Jefferson County Food Pantry (the “***Project***”). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Community Action Planning Council of Jefferson County Food Pantry which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery

of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

COMMUNITY ACTION PLANNING COUNCIL
OF JEFFERSON COUNTY,
a 501 (c)(3) Not-For-Profit Organization

By: Melinda Gault
Its: Executive Director

CITY OF WATERTOWN

By: Jeffrey M. Smith
Its: Mayor

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the Salvation Army for the Second
Round of CDBG CARES Act Funding
for Food Pantry Assistance

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on June 21, 2021, included \$32,500 in CARES Act funds to pay for food and associated supplies in support of the Salvation Army food pantry, and

WHEREAS the food will be made available to low- and moderate-income families living in the City of Watertown, and

WHEREAS a Grant Agreement between the City of Watertown and the Salvation Army for the CDBG CARES Act funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with the Salvation Army, 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 Grant Agreement on behalf of the City Council for the 2021 CDBG CARES Act Salvation Army Food Pantry Assistance.

Seconded by:

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2021, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **the SALVATION ARMY (WATERTOWN, NY)** a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City's Community Development Block Grant (CDBG) program. CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-20-MW-36-0121.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG-CV funds in the amount of Thirty-Two Thousand Five Hundred and 00/100 (\$32,500.00) Dollars (hereinafter referred to as the "***Grant Funds***") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies ("***Grant Purposes***") incurred by the Grantee in support of the Salvation Army Food Pantry (the "***Project***"). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All funds must be spent by December 31, 2025.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Salvation Army Food Pantry which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each

party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

THE SALVATION ARMY
a 501 (c)(3) Not-For-Profit Organization

By: Michael J. Southwick, Secretary
Its: Authorized Signatory
Corporate Principal Address:
440 West Nyack Road
West Nyack, NY 10994

CITY OF WATERTOWN

By: Jeffrey M. Smith
Its: Mayor

RESOLUTION

Page 1 of 1

Approving the Grant Agreement
with the United Way of Northern NY
for the Watertown City School District
Food 4 Families Program for the Second
Round of CDBG CARES Act Funding

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Community Development Block Grant (CDBG) 2020 Annual Action Plan Amendment that was adopted by the City Council on June 21, 2021, included \$32,500 in CARES Act funds to pay for food and associated supplies in support of the Watertown City School District Food 4 Families Program, and

WHEREAS the food will be made available to low- and moderate-income families in the Watertown City School District, and

WHEREAS the recipient of funds for the Food 4 Families Program will be the United Way of Northern New York, Inc., and

WHEREAS a Grant Agreement between the City of Watertown and the United Way of Northern New York for the CDBG CARES Act funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with the United Way of Northern New York, 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 Grant Agreement on behalf of the City Council for the 2021 CDBG CARES Act Watertown City School District Food 4 Families Program.

Seconded by:

GRANT AGREEMENT

This Grant Agreement (“***Grant Agreement***”) is made this ____ day of _____, 2021, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the “***Grantor***”), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the “***Grantee***”).

The Grantor is the recipient of Community Development Block Grant CARES ACT (CDBG-CV) funds from the U. S. Department of Housing and Urban Development (HUD). The 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act awarded additional funds to the City’s Community Development Block Grant (CDBG) program. CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-20-MW-36-0121.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG-CV funds in the amount of Thirty-Two Thousand Five Hundred Dollars and 00/100 (\$32,500.00) Dollars (hereinafter referred to as the “***Grant Funds***”) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies (“***Grant Purposes***”) incurred by the Grantee in support of the Watertown City School District Food 4 Families Program (the “***Project***”). Payment of funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Food 4 Families Program which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each

party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a a
501 (c)(3) Not-For-Profit Organization

By: Jamie Cox
Its: President

CITY OF WATERTOWN

By: Jeffrey M. Smith
Its: Mayor

Res No. 8

July 27, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Agreement for Rental of Ice Time at the Watertown Municipal
Arena, Watertown Minor Hockey Association

The City of Watertown and the Watertown Minor Hockey Association have entered into agreements for several years that allow their organization to rent ice time at the Municipal Arena. The most recent agreement expired at the end of the ice season this past Spring.

A new proposed three-year agreement has been drafted. It increases the flat rate to \$48,760 from the previous \$46,000. Any additional time outside the contracted times will be charged at \$85 per hour.

Attached for City Council review and consideration is a Resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time
at the Watertown Municipal Arena, Watertown
Minor Hockey Association

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah C.V.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a Municipal Arena, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

WHEREAS the Watertown Minor Hockey Association expressed their desire to enter into a three-year Agreement for ice time at the Municipal Arena to support their programs, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Minor Hockey Association, a copy of which is attached and made a part of this resolution, and

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

Seconded by:

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of September 13, 2021 for a period of three (3) ice seasons between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

INTRODUCTION

WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the ice arena is a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the ice arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that public purpose, the City desires to grant a bulk ice time agreement for the 2021-24 ice seasons to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

WHEREAS in pursuit of the public purpose the City desires to enter into an Agreement for the bulk rental of ice time,

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and the Watertown Minor Hockey Association agree as follows:

AGREEMENT

SECTION I – TERM

The term of this agreement shall be from September 13, 2021 (the anticipated first day of ice in the Arena) through April 20, 2024.

SECTION II – PROPERTY

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, locker rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and Hockey Association agree that it is the purpose of this agreement to permit the use, operation, management, and maintenance of the Hockey Program at the property by the Hockey Association, and that this agreement may not be assigned by the Hockey Association to any other person or entity.

SECTION IV – COMPENSATION

- A. It is understood that the Association will pay \$48,760.00 for all negotiated ice time. Any ice time outside of this contract will be billed at \$85.00 per hour.
- B. It is understood that payment by the Hockey Association must be made by the 1st day of the month for that month's scheduled ice time.
- C. It is understood that the Hockey Association will be the only minor hockey association to have permanent regularly scheduled ice time.
- D. It is understood that the Hockey Association will use limited ice time in the month of April.
- E. The Hockey Association will have use of the party room for minor hockey registration, board meetings and end of the season awards/banquet. The Association will also be permitted to bring in their own food/beverage for these events, limited only to Minor Hockey Members. The Association is responsible for reserving this room through the Parks and Recreation office.
- F. The Hockey Association will have use of coach's office room #127, for the duration of this contract.
- G. The Hockey Association will be permitted to utilize space within the Arena for storage of hockey-related equipment during the hockey season, for the duration of this agreement. Property stored on City property must be insured and proof of property coverage must be submitted to the City by September 13th, 2021. The City will not be responsible for holding insurance coverage on the Hockey Association's equipment.

SECTION V – ICE TIME

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:00a - 1:05p 3:10a - 6:10p
Monday	6:00p - 8:30p
Tuesday	4:40p - 7:25p 9:00p - 10:00p
Wednesday	7:20p - 8:30p
Thursday	5:00p - 7:10p
Saturday	7:00p - 12:30p 4:00p - 6:50p

B. In addition to the time listed above, the City will set aside additional times requested by the Hockey Association that include:

Day of the Week	Time of Day
Columbus Day	7:00a - 10:35a
Veterans' Day	7:00a - 10:35a
Wednesday before Thanksgiving	7:00a - 10:35a
Friday after Thanksgiving	7:00a - 10:35a
Christmas School vacation	7:00a - 10:35a
Martin Luther King Day	7:00a - 10:35a
Winter School vacation	7:00a - 10:35a

C. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours' notice.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day and Easter, therefore no ice time will be available.

- E. The Hockey Association agrees to give up practice ice time and allow for annual events such as local high school hockey games, Watertown Figure Skating Club's annual testing session, exhibition and show, Fort Drum Army Hockey and any Semi-professional or Professional hockey games. No monetary reimbursement will be given to the Hockey Association for this lost time.
- F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Hockey Association will use their own scheduled ice time first before canceling another group's time.
- G. The City acknowledges that tournaments on Friday's will require ice from 5:00pm-9:00pm and all weekend tournaments may need the City's public skate slots. All efforts will be made by the Hockey Association to do its best to work around the City's public skate slots.
- H. The Hockey Association is permitted to host other area youth hockey associations during their schedule ice times providing the visiting association is named on the certificate of liability insurance.
- I. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

SECTION VI – MAINTENANCE

- A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

- A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Hockey Association's commencement of any activities on the premises.

SECTION VIII – HOLD HARMLESS

The Hockey Association shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Hockey Association's operation, use or occupation of the premises, or by or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

SECTION IX – TERMINATION

This franchise may be terminated by the City, for cause, upon any of the following:

- A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.
- B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

SECTION X – NO RECOURSE

The Hockey Association acknowledges and agrees that the premises may be subject to being shut down for any number of reasons and the Hockey Association agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

- A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.
- B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

SECTION XIII ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed. If sent by certified mail, return receipt requested to:

City:
City Manager
245 Washington Street
Watertown, New York 13601

Association:
Watertown Minor Hockey Association
P.O. Box 371
Watertown, New York 13601

IN WITNESS WHEREOF, the City and the Hockey Association have caused this agreement to be executed by the parties and is to be effective as of September 13, 2021.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Kenneth Mix, City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: _____
Daniel James, Board President

Res No. 9

July 27, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Agreement for Rental of Ice Time at the Watertown Municipal
Arena, Figure Skating Club of Watertown

The City of Watertown and the Figure Skating Club of Watertown have entered into agreements for several years that allow their organization to rent ice time at the Municipal Arena. The most recent agreement expired at the end of the ice season this past Spring.

A new proposed three-year agreement has been drafted. It increases the rental rate to \$85 per hour. The rate in the last agreement was \$80.

Attached for City Council review and consideration is a Resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time
at the Watertown Municipal Arena, Figure
Skating Club of Watertown

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a Municipal Arena, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

WHEREAS the Figure Skating Club of Watertown expressed their desire to enter into a three-year Agreement for ice time at the Municipal Arena to support their programs, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Figure Skating Club of Watertown, a copy of which is attached and made a part of this resolution, and

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

Seconded by

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of September 13, 2021 for a period of three (3) ice seasons between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "City") and the Figure Skating Club of Watertown (the "Club"), P. O. Box 411; Watertown, NY 13601.

INTRODUCTION

WHEREAS the City of Watertown is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the Municipal Arena is a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Municipal Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City of Watertown, and

WHEREAS in pursuit of that public purpose, the City of Watertown desires to grant ice time for the 2021-24 ice season to the Figure Skating Club of Watertown for the operation, management and maintenance of a figure skating program for the use of the people in the community wanting to learn and improve figure skating skills, and

WHEREAS in pursuit of this valid public purpose, the City of Watertown desires to enter into an Agreement for the bulk rental of ice time.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City of Watertown and the Figure Skating Club of Watertown agree as follows:

AGREEMENT

SECTION I – TERM

The term of this agreement shall be from September 13, 2021 (the anticipated first day of ice in the Arena) through April 20, 2024.

SECTION II – PROPERTY

The City agrees to permit the Club to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, and changing rooms. The City grants the Club the right of ingress and egress over municipal property to the extent necessary to operate the figure skating program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and the Club agree that it is the purpose of this agreement to permit the use, operation, management, and maintenance of the Figure Skating Program at the property by the Club, and that this agreement may not be assigned by the Club to any other person or entity.

SECTION IV – COMPENSATION

- A. It is understood that the Club will pay \$85.00 per hour for all ice time where there is no admission charge to the public.
- B. It is understood that payment by the Club must be made by the 1st day of the month for that month's scheduled ice time.
- C. It is understood that the Club will use limited ice time in the month of April.
- D. The City will allow the Club to provide food during the testing, competition and shows, for judges and coaches only. Additionally, the Club will be permitted to engage in fundraising activities during testing, competition and shows. The City-owned concession stand shall be the sole source of food and drink within the Municipal Arena, during its normal operating hours.
- E. The Club will have use of coach's office rooms #124 and #125 for the term of this contract.
- F. The Club will have use of the party room for board meetings which are conducted during a time in which the Club has paid for ice time. The Club must call and reserve the party room in advance.
- G. The Club will have use of the PA system, 10 tables and 20 chairs for the season.

SECTION V – ICE TIME

- A. The City will provide the Club annual ice time slots that are set aside for the organization each season. These times include:

Day of the Week	Time of Day
Monday	2:45p - 5:45p
Wednesday	4:40p - 7:10p
Friday	2:45p - 6:50p
Saturday	2:20p – 3:50p

- B. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours' notice. Scheduled time missed without notification to the Parks and Recreation office will not be reimbursed.

- C. The Club recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day and Easter, therefore no ice time will be available, and time missed will not be reimbursed.

D. The Figure Skating Club agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

E. The Club agrees to give up ice time and allow for annual events such as local high school hockey games, Minor Hockey tournaments, and Semi-Professional or Professional hockey games. The City will make every effort to schedule these events outside the times reserved for the Club. In the event that the Club is directed to give up ice time for a scheduled event, the City will work with the Club to schedule alternative ice time.

SECTION VI – MAINTENANCE

A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

A. The Club agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Club's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Club shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Club's commencement of any activities on the premises.

SECTION VIII – HOLD HARMLESS

The Club shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Club's operation, use or occupation of the premises, or by or resulting from any act or omission of the Club, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting the Club's obligations under this paragraph.

SECTION IX – TERMINATION

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation by the Club of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Club's failure to comply with any of the provisions of the agreement.

SECTION X – NO RECOURSE

The Club acknowledges and agrees that the premises may be subject to being shut down for any number of reasons and the Club agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

A. The City and the Club agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

SECTION XIII – ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed to the following addresses:

The City:

City Manager
245 Washington Street
Watertown, New York 13601

The Club:

Figure Skating Club
P.O. Box 411
Watertown, New York 13601

IN WITNESS WHEREOF, the City of Watertown and the Figure Skating Club of Watertown have caused this agreement to be executed by the parties and is to be effective as of September 13, 2021

THE CITY OF WATERTOWN, NEW YORK

By: _____
Kenneth Mix, City Manager

FIGURE SKATING CLUB OF WATERTOWN

By: _____
Elizabeth Fipps, Board President

July 27, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Changes to City Fees and Charges Schedule

The Superintendent of Parks and Recreation is recommending changes to the City Fees and Charges Schedule as follows:

Description	Current Fee	Proposed Fee City/Non-City	Applied
Minor Hockey/Figure Skating/Student Groups	\$80.00	\$85.00	Per hour
Adult and Non City Groups	\$120.00	\$125.00	Per hour
Events Where Admission / Donation is charged	\$150/\$188	\$160/\$200	Per hour
School Ice Skating	\$2.00	\$3.00	Per Student
Office Rental	\$50/\$63	\$85/\$105	Change Per Day to Per Month
Event Fee (new)	NA	\$500/\$625	Per Day

The increase in youth group ice time will bring that charge in line with the new agreements with Minor Hockey and Figure Skating. The charges for adult groups and events are also raised a similar amount.

To date, offices have only been used by ice user groups on a seasonal basis. We don't foresee any daily rentals and recommend adding a monthly option to replace the daily fee.

Adding a new event fee would prove useful, especially in Thompson Park. We get numerous inquiries for events and should have an established fee to work from, especially for non-reservable areas. The fee would cover basic set up, trash removal and vendor fees, but would not include additional items such as porta johns.

The attached resolution for City Council consideration amends the FY 2021-2022 City Fees and Charges Schedule with the changes described above.

RESOLUTION

Page 1 of 1

Changes to Annual City Fees and Charges
Schedule

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS City Council established a City Fees and Charges Schedule for the City of Watertown, as authorized by Local Law No. 2 of 2016, and

WHEREAS the FY 2021-2022 City Fees and Charges Schedule was adopted by City Council on May 24, 2021 when the FY 2021-2022 Budget was adopted, and

WHEREAS the Parks and Recreation Department has proposed changes to this schedule to include the following:

	City Resident	Non City Resident	
Arena - Ice Time for Groups			
Minor Hockey & Figure Skating / Student Groups	-	\$85.00	per hour
Adult and Non City Groups	-	\$125.00	per hour
Events Where Admission / Donation is Charged	\$160.00 -	\$200.00	per hour
School Ice Skating	\$3 per student to cover cost of skating and rentals		
Arena - Rental of Space			
Office Rental - Monthly	\$85.00	\$105.00	per month
Miscellaneous Parks and Recreation Fees			
Event Fee	\$500.00	\$625.00	per day

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the above changes to the City Fees and Charges Schedule.

Seconded by

Res No. 11

July 28, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Accepting Change Order No. 1 for Flower Memorial Library Ceiling Replacement Project, Construction, Design and Management Inc.

On July 6, 2021, City Council accepted the bid from Construction, Design and Management Inc. (CDM) for the Library Ceiling Replacement Project in the amount of \$90,360 per City specifications.

CDM has now submitted Change Order No. 1 in the amount of \$353 for additional necessary work and material listed in the Change Order. When the ceiling panels were taken down, it was discovered that four HVAC diffusers were sitting on and being supported by the ceiling grid. This additional work hangs the diffusers from the concrete deck above as they should be. Funding for this project is provided by a transfer from the Library Fund.

A Resolution approving the Change Order is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Change Order No. 1 for Flower Memorial Library Ceiling Replacement Project, Construction, Design and Management Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown accepted the bid from Construction, Design and Management Inc. (CDM) in the amount of \$90,360 for the Flower Memorial Ceiling Replacement Project on July 6, 2021, and

WHEREAS additional work and materials were needed to the scope of work on the project, and

WHEREAS CDM has now submitted Change Order No. 1 in the amount of \$353 for this additional work,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it accepts Change Order No. 1 from Construction, Design and Management Inc. (CDM) in the amount of \$353 bringing the total project to \$90,713,

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

Seconded by

CITY ENGINEERING DEPT.
RECEIVED

JUL 28 2021

WATERTOWN, NY

Change Order

No. 1

Date of Issuance: 7/27/2021

Effective Date: 7/27/2021

Project: Flower Memorial Library Ceiling Replacement	Owner: City of Watertown	Owner's Contract No.:
Contract:		Date of Contract: 7/6/2021
Contractor: Construction, Design and Management, Inc.		Engineer's Project No.:

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

Description: 4 Ceiling Diffusers were not supported to structure above. Installation of clips and wire required to concrete deck above.

Attachments: (List documents supporting change): Quote attached

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$90,360.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$0

Contract Price prior to this Change Order:

\$90,360.00

[Increase] [Decrease] of this Change Order:

\$353.00

Contract Price incorporating this Change Order:

\$90,713.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]

Engineer (Authorized Signature)

Date: 7/27/2021

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 7/27/2021

Approved by Funding Agency (if applicable): _____

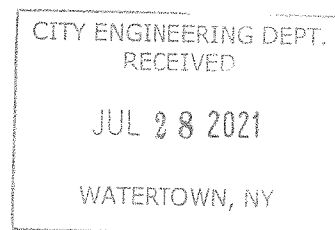
Date: _____



CORPORATE OFFICE
9055 Brewerton Rd.
Brewerton, NY 13029
315.699.7244

Change Proposal No. CP-1

Proposal Submitted To: Frederic Damon, City of Watertown
Project Name: Flower Memorial Library Ceiling Replacement
Project Location: 229 Washington St, Watertown, NY
Project Number: #2021-22
Date: 7/27/21



We are pleased to provide this proposal for changes to:

Hang diffusers on main floor

- Install new clips on both ends of 4 diffusers.
- Shoot new clips and hanging wire to concrete deck above.
- Safety tie 4 HVAC diffusers with hanging wire.

Labor -----\$90 x 2hr = \$180
Materials-----\$50
General Conditions-----\$88
OH&P-----\$35

WE PROPOSE

Hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: **Three Hundred Fifty Three Dollars (\$353)** **Add 0 Days to contract duration**

PAYMENT TO BE MADE AS FOLLOWS: TERMS: Net 30 Days PLUS APPLICABLE NEW YORK STATE SALES TAX	
1. A finance charge will be made on all past due accounts. The finance charge is computed by a periodic rate of 2% per month which an annual percentage rate of 24%.	
2. The purchaser hereby agrees that in the event it is necessary for Construction, Design and Management, Inc. to refer this account to an attorney for collection because of the purchaser's failure to make prompt payment on this account, the purchaser shall be liable for the reasonable attorney's fees, costs and disbursements up to 25% of the amount due on this account, incurred in the collection of this account.	
3. All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.	Authorized Signature _____ Note this proposal may be withdrawn by us if not accepted within 30 days
ACCEPTANCE OF PROPOSAL – the above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance _____ Signature _____	

Tabled

July 28, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Granting of American Rescue Plan Act Funds to Hospice of Jefferson County

Council Member Leonard G. Spaziani requested that the attached resolution be placed on the July 19, 2021 agenda, at which time it was Tabled. It authorizes granting up to \$445,000 from the City's allocation of the Coronavirus Local Fiscal Recovery Fund (CLFRF) to Hospice of Jefferson County for ventilation improvements. The CLFRF was established by the American Rescue Plan Act (ARPA). The City's allocation is \$22,265,728.

Hospice is requesting the money for general upgrade of their current ventilation system, installation of enhanced ventilation to include increased filtration and ionization of the 4-bed addition and establishing 2 rooms as negative pressure rooms to contain and mitigate the spread of COVID-19. A copy of their complete request is attached. Ventilation improvements at facilities such the Hospice residence are eligible for funding under the rules for CLFRF.

Before City Council can vote on this resolution, it must first remove it from the Table.

RESOLUTION

Page 1 of 2

Authorizing Granting of American Rescue Plan Act Funds to Hospice of Jefferson County

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

WHEREAS the American Rescue Plan Act (ARPA) established the Coronavirus Local Fiscal Recovery Fund (CLFRF), and

WHEREAS the City of Watertown was allocated \$22,265,728 from CLFRF, which may be spent on eligible uses identified in ARPA and the rules promulgated by the U. S. Department of the Treasury, and

WHEREAS Hospice of Jefferson County has requested \$445,000 from the City's CLFRF allocation to be used for general upgrade to their current ventilation system, installation of enhanced ventilation to include increased filtration and ionization of the 4-bed addition and establishing 2 rooms as negative pressure rooms to contain and mitigate the spread of COVID-19, and

WHEREAS Hospice's proposed use of CLFRF money is allowed pursuant to §35.6 (b)(1)(xvi) of the Department of the Treasury's Interim Final Rule for the CLFRF,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes granting up to \$445,000 of the City's allotted CLFRF funds to Hospice of Jefferson County for ventilation improvements, and

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to enter into an agreement with Hospice of Jefferson County that defines the allowed uses of the funds, explains how and when the funds will be disbursed, and states the documentation required before disbursement, and

RESOLUTION

Page 2 of 2

Authorizing Granting of American Rescue
Plan Act Funds to Hospice of Jefferson
County

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2021-22 and makes the following adjustment in the re-adopted General Fund Budget:

GENERAL FUND

A.0000.4089	Federal Aid, Other	<u>\$ 445,000</u>
-------------	--------------------	-------------------

Total Expenditures		
A.4989.0430	Other Health – Contracted Services	<u>\$ 445,000</u>

Seconded by Council Member Lisa A. Ruggiero

Justification for allocation of Coronavirus *State and Local Fiscal Recovery Funds* to the Hospice of Jefferson County Residence Expansion

State and local fiscal recovery funds can be used by eligible governments to, among other things “respond to the public health emergency or its negative economic impacts, including to households, small businesses and nonprofits...”. Under the Public Health and Economic Impacts ‘eligible uses’ include improving safety measures at key settings, like nursing homes and congregate living centers. “[I]mplementing infection prevention measures or making ventilation improvement in congregate settings, health care settings or other key locations” is set forth as an eligible use of Program funds. Ventilation improvements are specifically cited as an example of an eligible use.

Provision is also made for use of payments from the Fiscal Recovery Funds to small business and non-profits to respond to the negative economic impact resulting from the COVID-19 public health emergency.

Proposed Use of Funds

1. Enhanced ventilation and infection control infrastructure to contain and mitigate the spread of COVID-19:

- ❖ Enhancement of healthcare capacity, including alternative care facilities
- ❖ Ventilation improvements in a healthcare facility

As the pandemic expanded in Jefferson and other North Country counties, it became clear that we need to be prepared to accept and care for patients with airborne infections, while safeguarding others in the facility. As a consequence, the planned 4-bed addition to the Hospice residence was redesigned to include enhanced ventilation with increased filtration and ionization treatment. In addition, two rooms will be equipped with negative airflow. This expands our ability to support community residents and to advance the community’s ability to mitigate and manage COVID-19. Note that the enhanced ventilation and infection control measures not only enable us to better serve the City’s patient population but materially enhance the safety of employees and visitors. Unlike nursing homes and assisted living facilities which barred family visits to prevent spread of COVID, Hospice instituted rigorous visitor guidelines but nonetheless continued to permit families to spend critical time with dying loved ones.

The cost of this enhancement is \$445,000.

- General upgrade to current ventilation system: \$55,000
- Installation of enhanced ventilation to include increased filtration and ionization of the 4-bed addition: \$ 300,000
- Establishing 2 rooms as negative pressure rooms: \$40,000
- Contingency Fund: \$50,000

For additional information, Contact: Diana Woodhouse, CEO
dwoodhouse@jeffersonhospice.org.
315-767-2675