

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, June 6, 2022
7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, June 6, 2022, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Establishing the “Adopt a Spot” Beautification Program
- Resolution No. 2 - Accepting Proposal for Insurance Broker, Haylor, Freyer & Coon, Inc.
- Resolution No. 3 - Accepting Proposal for Paratransit Bus Service, Cleveland Funeral Home, Inc.
- Resolution No. 4 - Approving the July 1, 2020-June 30, 2022 Collective Bargaining Agreement with the Watertown Professional Firefighters Association, Local 191
- Resolution No. 5 - Authorizing Supplemental Agreement #2 for the Professional Services for the Public Square Traffic Signal Optimization and Coordination Project, PIN 7807.20, Fisher Associates
- Resolution No. 6 - Appointment to the Transportation Commission – Ryan Henry-Wilkinson
- Resolution No. 7 - Appointment to the Transportation Commission – Patricia Wetterhahn

- Resolution No. 8 - Appointment to the Transportation Commission – Michelle Appleby
- Resolution No. 9 - Appointment to the Transportation Commission – Bradford C. Rindeau
- Resolution No. 10 - Approving the Watertown Local Development Corporation's Loan to Convalt Energy Inc.
- Resolution No. 11 - Accepting Bid for REBID Watertown Streetscape Design Improvements, CCI Companies, Inc
- Resolution No. 12 - Re-Adoption of Fiscal Years 2020-21 through 2024-25 Capital Budget – DRI Streetscape Project
- Resolution No. 13 - Re-Adoption of Fiscal Years 2020-21 through 2024-25 Capital Budget – C.C.I.P Stormwater Improvements
- Resolution No. 14 - Accepting Bid for Thompson Park Brush Clearing Project, B&R Tree Experts, LLC
- Resolution No. 15 - Accepting Proposal of Bowers & Company CPAs, PLLC, For Auditing Services
- Resolution No. 16 - Approving Salary Structure and Annual Pay Increase for Watertown Housing Authority Employees

STAFF REPORTS

1. Sale of Surplus Hydro-Electricity – April 2022
2. Sales Tax Revenue – April 202
3. NYSDEC Municipal Separate Storm Sewer Systems (MS4) Annual Report

NEW BUSINESS

EXECUTIVE SESSION

To discuss proposed, pending, or current litigation.

WORK SESSION

Next Work Session is scheduled for Monday, June 13, 2022, at 6:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
JUNE 20, 2022**

Res No. 1

June 1, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Establishing the “Adopt-A Spot” Beautification Program

Council Member Sarah Pierce requested that the attached resolution be placed on the agenda for City Council consideration.

A draft of the application form initially prepared by Council Member Pierce and revised by the Planning Department is also attached for review.

RESOLUTION

Page 1 of 1

Establishing the “Adopt a Spot”
Beautification Program

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City of Watertown is filled with residents seeking to make a difference in their community, and

WHEREAS, in addition, the City of Watertown is also home to dozens of parks, medians, islands and other public spaces that if tended to regularly, would help to enhance the beauty of our community, and

WHEREAS, the “Adopt-A-Spot” program would encourage residents, businesses, community groups and other organizations to adopt one of the aforementioned public spaces from a list of available locations, and

WHEREAS, in doing so, the adopter would see that the site remains free from trash and debris, and if appropriate, take other measures that would enhance its appearance, such as flower planting, mulching and other opportunities for beautification, and

NOW THEREFORE BE IT RESOLVED, that the “Adopt-A-Spot” program would accomplish two important goals—getting more people involved in community volunteerism and enhancing the overall appearance of our City, and

BE IT FURTHER RESOLVED, that the City Council of the City of Watertown supports the establishment of the “Adopt-A-Spot” program and City Manager Kenneth A. Mix is hereby authorized to direct staff finalize its guidelines, as well as provide a way for those interested to register and participate.

Seconded by

CITY OF WATERTOWN

ADOPT-A-SPOT PROGRAM



About

Through the City of Watertown's "Adopt-A-Spot" program, residents of all ages can play an important role in caring for local parks, traffic islands, medians and other similar spaces and in turn, improve quality of life and beautify our local community.

Who Can Adopt-A-Spot?

Working with the City of Watertown, individuals, families, groups, businesses and organizations can "adopt" a park or other public space in the City.

What is Required of those "Adopting-A-Spot?"

Adopt-a-Spot participants commit to cleaning their park or public space at least once a month and, if able to and with approval from the City, beautify the space through the planting and maintenance of flowers or greenery. Typical activities include:

- Picking up trash
- Raking
- Pulling weeds
- Mulching trees
- Planting flowers
- Reporting any hazards to city staff
- Reporting graffiti or vandalism to city staff

Adoption terms are one year with the option to extend if desired.

How Will Individuals/Groups Sign Up?

Below please find a registration form for individuals and groups looking to "Adopt-A-Spot." Alternatively, a Google Form (or something similar) to register for the program electronically.

Recognizing Community Volunteers

In exchange for the commitment of "Adopting-A-Spot," the City will post a picture(s) of the adopting individual, family, group, organization or business on its website, Facebook page(s) or other social media sites, if desired. There is no requirement to have your picture(s) posted. The photo and caption will identify the space being adopted and the adopting individual, family, group, organization, or business for their service to the community.

City Parks, Traffic Islands and Medians Available for Adoption

Parks

- Thompson Park (numerous areas available to adopt)
- Public Square Park
- Veterans' Memorial Riverwalk
- Whitewater Park
- Bicentennial Park
- Fairgrounds Trail
- Factory Square Park
- Waterworks Park
- Gair Park (Bronson Street and Gill Street)
- Lansingdorp Park (Katherine Street and Seymour Street)
- Clinton Park (S. Massey Street and Holcomb Street)

Traffic Islands, Medians and Other Greenspace

- Coffeen Street and Court Street Greenspace
- Black River Parkway and Mill Street (near Black River Adventurer's Shop)
- West Lynde Street and Davidson Street Traffic Island
- City Entrance Sign (East Main Street and Pearl Street)
- City Entrance Sign (Eastern Blvd.)
- Thompson Park Traffic Circle
- Thompson Blvd. and Gotham Street Island
- Wight Dr. and Temple Street Island
- Academy Street and Franklin Street Traffic Islands
- Franklin Street and Sterling Street Traffic Island
- Rand Drive Median
- Western Blvd. Traffic Circle
- Arsenal Street and Western Blvd. Bench/Park Area

ADOPT-A-SPOT APPLICATION FORM

SPOT ADOPTEE INFORMATION:

Organization/Group Leader/Individual Name(s): _____

Primary Contact Person: _____

Secondary Contact Person: _____

Mailing Address: _____

Telephone: _____ Email: _____

SPOT ADOPTION INFORMATION:

Spot Requested: _____

Alternate Spot: _____

Proposed Start Date: _____

Approximate Number of Participants: _____

RECOGNITION:

Individuals, organizations and groups that "Adopt-A-Spot" are eligible to have a picture(s) of the adopting individual, family, group, organization or business placed on the City's website, Facebook page(s) or other social media sites, if desired. If you DO NOT wish to have a picture posted, please initial here: _____

APPLICANT STATEMENT:

On behalf of _____ (group, organization or individual), I have read and agree to the procedures for the City of Watertown's "Adopt-A-Spot" program. I understand the hazardous nature of the work that is to be performed and take responsibility for my/the group's participation in the program. I also agree to notify the City of any changes in the contact information or if a new contact person assumes responsibility for the group.

APPLICANT SIGNATURE: _____

DATE: _____

CITY OF WATERTOWN
ADOPT-A-SPOT PROGRAM AGREEMENT



The City of Watertown and _____
hereby agree as follows:

The individual or group participating in the Adopt-A-Spot program shall:

1. Select a park or public space location from the list of City of Watertown parks and public spaces available for adoption.
2. Enter into a one-year service agreement to commit to clean up activities at least monthly (excluding winter months); remove trash and litter in the spot as often as necessary to keep area clean (a minimum of once per month is requested).
3. Designate one person from your group, if applicable, who will be responsible for coordinating their clean-up efforts with the City and provide their contact information.
4. Commit to ensuring their work group acts safely, appropriately, and within the standards required of all City of Watertown volunteers.
5. Guarantee that participating youth are at least 12 years of age and provided with adequate supervision.
6. Participate as available in special projects such as planting a new flower/landscape bed, or maintaining existing landscape beds by weeding, adding new mulch, mulching trees, etc.
7. Not be compensated by the City for activities performed during the park clean-up or be supervised or controlled by the City in any manner. It is the responsibility of the group leader or coordinator to supervise individual participants volunteering for the group.
8. During the spring, summer and fall, submit seasonal clean-up reports to the City.

SPOT ADOPTION INFORMATION:

Spot Location: _____

I/we propose to complete the following tasks at our location: (check all that apply):

☒ Pickup and remove litter

☐ Rake leaves

☐ Pull weeds

☐ Plant flowers in existing flower beds

☐ Water flowers and trees

☐ Weed around existing trees and in existing flower beds

☐ Mulch trees

☐ Create and maintain new flower beds (location subject to City approval)

☐ Report any hazards to City staff

☐ Report graffiti or vandalism to City staff

☐ Other, (please describe) _____

The City agrees to:

1. Provide "Adopt-A-Spot" recognition for the adoptee for the park/public space adopted.
2. Allow the volunteer group and/or individual's access to City property as necessary to perform the clean-up/special project.
3. Remove or arrange for removal of certain litter under unusual circumstances (i.e., large, heavy or hazardous items)
4. Commit to making all projects and park areas as safe and positive as possible.
5. Provide a contact person at the City of Watertown to communicate and assist the organization in planning dates, times, and tasks for their designated park.

The individual or group agrees that it will indemnify and hold harmless the City of Watertown, officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the individual or group during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the City, its agents or employees may be subject. All individuals participating in the program shall be considered volunteers for the group, and not volunteers for the City.

This agreement is non-transferable and non-assignable in whole or in part without written consent from the City.

The following shall be the designated contacts for this park:

For the City:

Name: _____ Phone: _____

Signature: _____ Date: _____

For the Individual/Volunteer Group:

Name: _____ Group Name: _____

Address: _____ City, State, Zip: _____

Phone: _____

Signature: _____ Date: _____

ADOPT-A-SPOT PROGRAM SAFETY TIPS

- No intoxicating liquid, beverage or illegal drugs will be allowed to be consumed while completing “Adopt-a-Spot” activities
- Participants should wear gloves, a good quality shoe and light or bright-colored protective clothing. NO clothing should be worn that hinders the visibility of the participant(s).
- During very hot weather, an adequate water supply should be available.
- A good pair of sunglasses, cap and sun block should be considered.
- Avoid suspected toxic/hazardous substances, poison ivy, poison oak, etc.
- Be extremely careful when picking up broken glass and any other hazardous objects. Do not pick up needles. Call the City of Watertown Police Department at (315) 782-2233 for pick up and proper disposal.
- Do not attempt to lift heavy objects. Call City DPW for assistance at (315) 785-7842.
- Work should be done at times when there is good visibility, and not during evening hours.

Res No. 2

April 13, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: RFP #2022-01 Insurance Broker
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on May 21, 2022, calling for proposals for an Insurance Broker for the City of Watertown's Property, Automobile, Equipment, and Fidelity Bond Insurance. The City intends to maintain a business relationship with the successful bidder for a minimum period of three (3) years with an option to renew the relationship for an additional two (2) years before a new proposal is again sought.

Invitations to provide a proposal were issued to ten (10) prospective brokers and one (1) response was submitted to the Purchasing Department.

The written proposal was reviewed by a committee made up of City Comptroller Jim Mills and Purchasing Manager Dale Morrow.

City staff finds that Haylor, Freyer & Coon, Inc., continues to be the best fit for the Property, Automobile, Equipment, and Fidelity Bond Insurance for the City. Their municipal experience, diverse additional services and local presence has assisted the City in obtaining the proper insurance coverage in a frugal manner.

RESOLUTION

Page 1 of 1

Accepting Proposal for
Insurance Broker,
Haylor, Freyer & Coon, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed proposals for an Insurance Broker for the City of Watertown's Property, Automobile, Equipment, and Fidelity Bond Insurance, New York, as per City specifications, and

WHEREAS invitations to provide a proposal were issued to ten (10) prospective brokers and one (1) response was submitted to the Purchasing Department, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the proposals received with the City Comptroller Jim Mills, and it is their recommendation that the City Council accept the proposal submitted by Haylor, Freyer & Coon, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the proposal of Haylor, Freyer & Coon, Inc.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Haylor, Freyer & Coon, Inc.

Seconded by

Res No. 3

May 4, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: RFP #2022-06 Paratransit Bus Service
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on April 8, 2022, calling for proposals from qualified contractors to provide Paratransit Bus Service to comply with Title II of the Americans with Disabilities Act of 1990 and other provisions.

An invitation to provide a proposal was issued to eight (8) area service providers and one (1) response was submitted to the Purchasing Department. The Purchasing Department opened the proposal on May 2, 2022, at 11:00 am local time.

The written proposal was reviewed by Pat Keenan, Superintendent of Public Works; Kyle Meehan, Transit Director; Brandi Smith, Mobility Manager; and Dale Morrow, Purchasing Manager. Staff recommends that City Council award the proposal to **Cleveland Funeral Home, Inc.** in the amount of **\$750,000 from July 1, 2022 – June 30, 2025**, as they are responsive and responsible.

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

RESOLUTION

Page 1 of 2

Accepting Proposal for
Paratransit Bus Service,
Cleveland Funeral Home, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City of Watertown, as a public entity operating a fixed route transit system, is required by the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations at 49 C.F.R. Section 37.121(a), to provide Para Transit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system, and

WHEREAS the City of Watertown Purchasing Department has prepared Request for Proposals to provide Para Transit Services in the City of Watertown, and

WHEREAS proposals were sent to eight (8) area service providers, with one (1) proposal submitted to the Purchasing Department, and

WHEREAS on Monday, May 2, 2022, at 11:00 a.m., the proposal received was opened, and

WHEREAS the City of Watertown Purchasing Department and the Public Works Department have evaluated the proposals submitted independently and based on a written evaluation process ranked Cleveland Funeral Home, Inc. as the most qualified proposer, and

WHEREAS the City of Watertown Purchasing Department and the Citibus Department have recommended that the City Council accept the proposal as submitted by Cleveland Funeral Home, Inc. in the amount of \$750,000 on a lump sum format to provide Para Transit services in the City for a three (3) year period from July 01, 2022, through June 30, 2025, and

WHEREAS after the three-year period, the City Manager may extend the contract for up to two (2) additional years based on acceptable performance with the annual cost of \$250,000 per year being increased each year by an amount not to exceed 6%,

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

RESOLUTION

Page 2 of 2

Accepting Proposal for
Paratransit Bus Service,
Cleveland Funeral Home, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

hereby accepts the proposal of Cleveland Funeral Home, Inc. in the amount of \$750,000 on a lump sum format to provide Paratransit services for the City from July 1, 2022, through June 30, 2025, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute this contract on behalf of the City of Watertown, and any other certifications or documents required to implement the proposal and administer the program.

Seconded by

Res No. 4

May 17, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the July 1, 2020 – June 30, 2022, Collective Bargaining Agreement with the Watertown Professional Firefighters Association, Local 191

Negotiations were successfully completed between the City of Watertown and the Watertown Professional Firefighters Association for a successor contract to that which expired on June 30, 2020. A tentative agreement through June 30, 2022, was approved at the May 2, 2022, City Council Meeting.

The principal terms contained within the tentative agreement are:

- Term: July 1, 2020 – June 30, 2022.
- Wage increases with retroactive payments:
 - July 1, 2020: 3.25%
 - July 1, 2021: 3.25%
- Health insurance premium increase from 14.5% to 15% effective upon ratification.

The terms of the tentative agreement have been incorporated into the attached Collective Bargaining Agreement.

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

RESOLUTION

Page 1 of 1

Approving the July 1, 2020-June 30, 2022
Collective Bargaining Agreement with the
Watertown Professional Firefighters
Association, Local 191

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

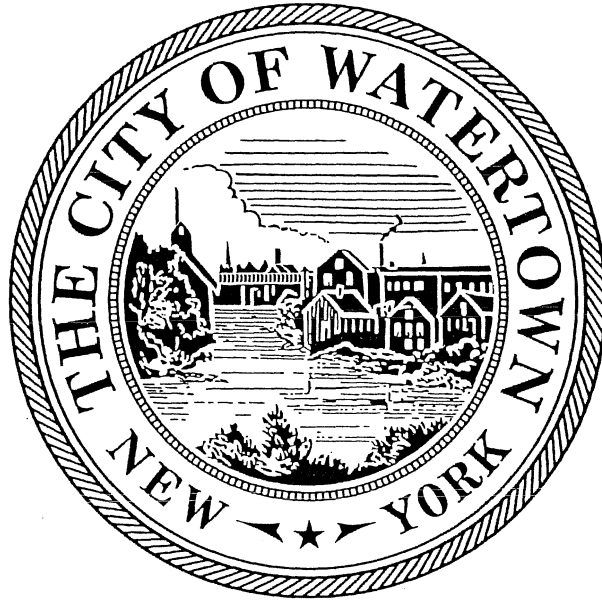
WHEREAS the 2016-2020 Employment Contract between the City of Watertown and the Watertown Professional Firefighters' Association expired on June 30, 2020, and

WHEREAS the parties agreed to a Tentative Agreement covering the two-year time period of July 1, 2020 thru June 30, 2022, which Tentative Agreement was approved by the City Council on May 2, 2022, and

WHEREAS the parties have now incorporated the terms of the Tentative Agreement into the Collective Bargaining Agreement between the parties covering the period from July 1, 2020 thru June 30, 2022,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the Collective Bargaining Agreement for the period from July 1, 2020 – June 30, 2022, between the City of Watertown and the Watertown Professional Firefighters Association, Local 191, is hereby approved and that the City Mayor, Hon. Jeffrey M. Smith, shall sign the same on behalf of the City.

Seconded by



JULY 1, 2020-JUNE 30, 2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN AND
THE WATERTOWN PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION,
LOCAL 191

PREAMBLE

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

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

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

RESOLVED that the City Council of Watertown, New York on behalf of the City of Watertown, New York, hereinafter referred to as the "City", and the Watertown Professional Fire Fighters' Association, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor, hereinafter referred to as the "Association", enter into this Agreement this ____ day of May 2022 as follows:

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – GENERAL QUALIFYING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this Agreement shall be for the period July 1, 2020 through June 30, 2022.

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

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

ARTICLE 4 – COMPENSATION

SECTION 1.

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

Schedule A (Pay Plan for FY 2020-21) reflects a 3.25% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2019-20.

Schedule B (Pay Plan for FY 2021-22) reflects a 3.25% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2020-21.

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

1. beginning at the end of six years of service in the Fire Department a payment of Three Hundred and Fifty Dollars (\$350).

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

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

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

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

SECTION 3.

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

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

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

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

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

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

insurance payments, the value of which shall be calculated on a pre-tax basis for this benefit only.

ARTICLE 5 – WORK DAY AND WORK WEEK

SECTION 1.

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

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

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

SECTION 3.

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

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

SECTION 4.

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

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

SECTION 5.

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

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

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

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

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

ARTICLE 6 – LEAVE

SECTION 1. ANNUAL LEAVE

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

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

“Days” as used above means calendar days.

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

c. Members of equal rank and/or members who normally serve in acting ranks shall be allowed to make good faith exchanges of portions of their vacations as they so desire provided that the members who desire to make this change shall notify the Chief of the Department at least 30 days prior to the date of exchange, but no later than the 15th of the month prior to the exchange. A good faith exchange or portions of a pick for legitimate reasons, and not for the purpose of gaining additional working days vacations, will be granted, as long as it

meets the conditions of Article 6 in this Agreement. An exchange of entire picks is considered to be a good faith exchange. An exchange of less than an entire pick for the primary purpose of gaining additional working day vacations and reducing the number of non-work day vacation days does not meet the purpose of this Section. The portion to be exchanged shall not exceed sixteen (16) days.

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

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

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

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

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

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

j. Upon retirement, resignation with two weeks written notice to the City, when an employee is separated from City service through no fault of his own, or in case of an

employee's death, the employee, or his beneficiary in case of death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such manner as not to disrupt administrative pay procedures.

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

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

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

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

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

SECTION 2. HOLIDAYS

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

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

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

SECTION 3. SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. BEREAVEMENT LEAVE

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

SECTION 5. UNION LEAVE

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

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

SECTION 6. MATERNITY/ADOPTION LEAVE

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

b. In unusual circumstances and in the best interest of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month

basis for a maximum leave of absence of twelve months. In such cases, the request for extension must be in writing to the department head and/or the City Manager supported by a physician's statement. On the advice of the department head, the City Manager may approve the extension.

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

SECTION 7. LEAVE OF ABSENCE WITHOUT PAY

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

SECTION 8. FAMILY AND MEDICAL LEAVE ACT

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

SECTION 9. GENERAL

a. Vacation and sick leave reports must be filed with the City Manager's Office at the beginning of each month by each department head showing the absences from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty days from the date of filing, unless approved by the Office of the City Manager.

b. An employee who voluntarily vacates his/her position, except on leave of absence or ill health, and subsequently re-enters City service, shall be considered a new employee.

c. When time off is given to employees of the Watertown Municipal Building and the offices of such building are closed on special occasions, members of the Fire Department shall be given credit of equivalent time. The time is to be compiled at the employee's regular rate of pay. Under the provisions of this section, a special occasion shall not include or apply to the closing of offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday or closings due to emergency situations. The closing of the Municipal Building

for emergency situations shall be at the sole discretion of the City Manager or his representatives.

SECTION 10. JURY DUTY

a. Employees shall be granted leave with regular pay and benefits when they are required to report for jury duty during their regularly scheduled duty time.

b. An employee must notify his immediate supervisor no later than his first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the office of the Fire Chief.

c. The City shall have the right to seek a waiver from jury duty on behalf of the employee.

d. Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the court.

e. If the Fire Chief or his designee determines, in the best interest of the City, that the employee is unable to perform his or her duties as a result of jury duty, he may, in his sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 7 – SENIORITY

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

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

ARTICLE 8 – GRIEVANCE PROCEDURES

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

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

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

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

SECTION 5.

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

1. "Government" or "Employer" shall mean the City of Watertown.
2. "Public Employee" or "Employee" shall mean any person directly employed and compensated by the City government, except members of the City Council and City Judges.
3. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any supervisory responsibility over public employees.
4. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the Fire Department and shall be applicable to all provisions of this Agreement, excluding salaries.

b. BASIC STANDARDS AND PRINCIPLES

1. Every public employee shall have the right to present his grievances to his employer in accordance with this Article, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this Article shall provide the right to be represented at any or all stages thereof if the employee so chooses.
2. It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.
3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be deemed necessary to give effect to the provisions of this Article.

c. GRIEVANCES, PROCEDURAL REQUIREMENTS, APPEALS

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

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

3. If the employee so requests, a third procedural step shall be held which shall consist of a request for a review and determination of his grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) work days of the date the grievance was presented to the City Manager.

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

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

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

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

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

ARTICLE 9 – RETIREMENT

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

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

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

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

1. Allowance for unused sick leave credit under Section 341, sub-division j.
2. Guaranteed ordinary death benefit under Section 360-b.
3. The twelve-month final average salary provision for computation of retirement benefits under Section 302, sub-division 9d.

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

1. Twenty-year retirement under Section 384-d.
2. Non-contributory improved career plan under Section 375-i.

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

ARTICLE 10 – GROUP HOSPITALIZATION

SECTION 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment

Contract between the City and the Watertown Professional Fire Fighters Association, Local 191, dated April 21, 1992.

a. Health Insurance Premium Payments shall be fifteen percent (15%) of the premium costs effective May 9, 2022. The duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:

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

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

SECTION 2.

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

Add Usual, Customary and Reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail order pharmacy coverage to existing prescription drug claim benefits; and third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

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

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

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

Amendment to prescription drug claim co-payments; amendment to plan deductible; amendment to doctor visit co- payments. These plan revisions, additions or changes apply to expenses incurred on or after the

signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 – UNIFORMS

SECTION 1.

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

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

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

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

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

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

ARTICLE 12 – DUTIES IN GENERAL

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

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

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

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

ARTICLE 13 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 – SAFETY AND TRAINING PROGRAM

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

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

SECTION 3. Effective July 1, 2007, the City will pay \$300.00 annually to those employees who receive and maintain their Emergency Medical Technician (EMT) certification.

Payments will be made in July of each year, to those members that hold their EMT certification effective July 1st.

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

ARTICLE 15 – STATE LAW REQUIREMENT

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

WATERTOWN PROFESSIONAL
FIRE FIGHTERS ASSOCIATION
LOCAL NO. 191

CITY OF WATERTOWN
NEW YORK

Date: _____

Date: _____

By: _____

Daniel Daugherty, President

By: _____

Jeffrey M. Smith, Mayor

SCHEDULE A

CITY OF WATERTOWN, NEW YORK FIRE PAY PLAN – TABLE 1 ANNUAL RATES OF PAY FOR GRADES F6 – F14 EFFECTIVE JULY 1, 2020

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	53,102	55,432	57,907	60,445	63,149	65,978
FIRE CAPTAIN**	F10	62,546	65,333	68,307	71,323	74,630	77,979
BATTALION FIRE CHIEF**	F14	74,630	77,979	81,557	85,342	89,232	93,413

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

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

TABLE 2 HOURLY RATES OF PAY FOR GRADES F6 – F14

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

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	25.53	26.65	27.84	29.06	30.36	31.72
FIRE CAPTAIN	F10	30.07	31.41	32.84	34.29	35.88	37.49
BATTALION FIRE CHIEF	F14	35.88	37.49	39.21	41.03	42.90	44.91

LONGEVITY PAYMENTS:

AFTER 6 TH YEAR	350
AFTER 12 TH YEAR	700
AFTER 18 TH YEAR	1,050

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES F6 – F18
EFFECTIVE JULY 1, 2020

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	25.70	26.82	28.01	29.23	30.53	31.89
FIRE CAPTAIN	F10	30.24	31.58	33.01	34.46	36.05	37.66
BATTALION FIRE CHIEF	F14	36.05	37.66	39.38	41.20	43.07	45.08

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES F6 – F18
EFFECTIVE JULY 1, 2020

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	25.87	26.99	28.18	29.40	30.70	32.06
FIRE CAPTAIN	F10	30.41	31.75	33.18	34.63	36.22	37.83
BATTALION FIRE CHIEF	F14	36.22	37.83	39.55	41.37	43.24	45.25

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES F6 – F18
EFFECTIVE JULY 1, 2020

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	26.03	27.15	28.34	29.56	30.86	32.22
FIRE CAPTAIN	F10	30.57	31.91	33.34	34.79	36.38	37.99
BATTALION FIRE CHIEF	F14	36.38	37.99	39.71	41.53	43.40	45.41

SCHEDULE B

CITY OF WATERTOWN, NEW YORK FIRE PAY PLAN – TABLE 1 ANNUAL RATES OF PAY FOR GRADES F6 – F14 EFFECTIVE JULY 1, 2021

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER*	F6	54,829	57,242	59,779	62,400	65,208	68,120
FIRE CAPTAIN**	F10	64,584	67,454	70,533	73,632	77,064	80,517
BATTALION FIRE CHIEF**	F14	77,064	80,517	84,198	88,109	92,123	96,450

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

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

TABLE 2 HOURLY RATES OF PAY FOR GRADES F6 – F14

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

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	26.36	27.52	28.74	30.00	31.35	32.75
FIRE CAPTAIN	F10	31.05	32.43	33.91	35.40	37.05	38.71
BATTALION FIRE CHIEF	F14	37.05	38.71	40.48	42.36	44.29	46.37

LONGEVITY PAYMENTS:

AFTER 6 TH YEAR	350
AFTER 12 TH YEAR	700
AFTER 18 TH YEAR	1,050

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES F6 – F18
EFFECTIVE JULY 1, 2021

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	26.53	27.69	28.91	30.17	31.52	32.92
FIRE CAPTAIN	F10	31.22	32.60	34.08	35.57	37.22	38.88
BATTALION FIRE CHIEF	F14	37.22	38.88	40.65	42.53	44.46	46.54

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES F6 – F18
EFFECTIVE JULY 1, 2021

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	26.70	27.86	29.08	30.34	31.69	33.09
FIRE CAPTAIN	F10	31.39	32.77	34.25	35.74	37.39	39.05
BATTALION FIRE CHIEF	F14	37.39	39.05	40.82	42.70	44.63	46.71

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES F6 – F18
EFFECTIVE JULY 1, 2021

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	26.86	28.02	29.24	30.50	31.85	33.25
FIRE CAPTAIN	F10	31.55	32.93	34.41	35.90	37.55	39.21
BATTALION FIRE CHIEF	F14	37.55	39.21	40.98	42.86	44.79	46.87

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

CITY OF WATERTOWN SECTION 207-a PROCEDURES

TABLE OF CONTENTS

Article I	Definitions.....	1
Article II	Construction, Separability, and Compliance	1
Article IV	Authorities and Duties of the Administrator.....	4
Article V	Holiday Pay/Clothing Allowance/Vacation Days/Sick Leave	4
Article VI	Medical treatment, Reports and Payments.....	5
Article VII	Disability Retirement Allowance and Pensions.....	5
Article VIII	Light Duty Assignments	5
Article IX	Recoupment of Benefits Paid.....	5
Article X	Changes in the Condition of a Section 207-a Recipient	6
Article XI	Right to Review and Examination	6
Article XII	Occupational Disease.....	7
Article XIII	Exclusivity of Procedures	7

4/9/2012

CITY OF WATERTOWN SECTION 207-a PROCEDURES

Article I – Definitions

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

Article II – Construction, Separability, and Compliance

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

Article III – Application Procedures for Section 207-a Benefits

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

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

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

(b) Payment of Benefits Prior to Determination of Eligibility

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

(c) Preliminary Determination by Administrator

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

(d) Hearing Procedures

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

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

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

Article IV – Authorities and Duties of the Administrator

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

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

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

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

Article VI – Medical treatment, Reports and Payments

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

Article VII – Disability Retirement Allowance and Pensions

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

Article VIII – Light Duty Assignments

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

Article IX – Recoupment of Benefits Paid

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

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

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

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

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

Article XI – Right to Review and Examination

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

Article XII – Occupational Disease

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

Article XIII – Exclusivity of Procedures

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

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

Daniel Daugherty
Union President, Local 191

Dated:

Nathaniel G. Lambright, Esq.
Union Attorney

Dated:

Kenneth Mix
City Manager of the City of Watertown

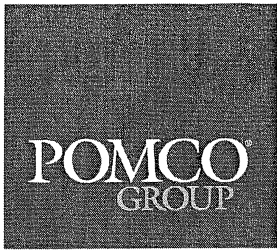
Dated:

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

Dated:

Appendix

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



Insert Date

NAME ADDRESS

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

Dear Firefighter:

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

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

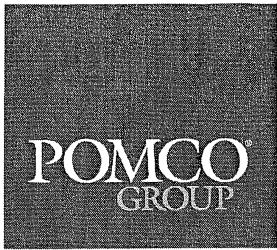
You are also required to submit, with the Claim for Benefits form, a letter of certification from your physician that your claimed injury or sickness is causally related to your performance of duties. Completion by your physician of a letter or certification of the firefighter's physician that the claimed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

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

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

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

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



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

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

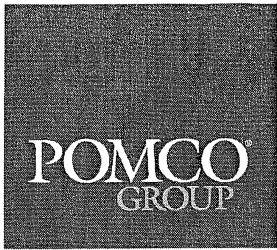
[] Our investigation indicates that your claim is preliminarily NOT eligible for coverage under Section 207-a of the General Municipal Law OR New York State Workers' Compensation Law. Any medical charges incurred by you should be directed to your group health carrier.

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

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

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

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



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

Yours truly,

Representative's Name
Claims Adjuster
Phone Number

Enclosures

cc: Office of the City Manager
Fire Chief

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

Your Name_____

Address_____

Injury Date_____ Time_____ Reported Date_____

Nature of Injury/Illness_____

Where Did Accident Happen?_____

Describe How Accident/Injury Occurred_____

Was First Aid Treatment Rendered? ☐ Yes ☐ No By Whom?_____

Were you Hospitalized? ☐ Yes ☐ No Where?_____

Name & Address of Physician_____

Is Time Being Lost From Work? ☐ Yes ☐ No

First Day Lost_____ Return to Work_____

Was There Another Party Responsible for This Injury? ☐ Yes ☐ No

If So, Who?_____

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

If So, When?_____ Who Was Your Doctor?_____

What Were the Circumstances?_____

Do You Have Any Other Disabilities or Illnesses? ☐ Yes ☐ No

If Yes, What Is the Disability or Injury?_____

Who Is Your Treating Physician?_____

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

Name and Address of Employer_____

Injured Party's Signature_____

Date_____

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY.

REQUEST FOR RECONSIDERATION AND HEARING

TO: Administrator
Address

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

Dear Sir or Madam:

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

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

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

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

_____.

Thank you for your attention to this matter.

Very truly yours,

Firefighter

REPORT OF EXPOSURE*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the firefighter claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

Date

Signature of Firefighter

Date

Signature of Supervisor

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

To: The Honorable Mayor and City Council

From: Thomas Maurer, CE 2

Subject: Intersection of Arcade Street and Arsenal Street Signal
Authorizing Design Services for Fisher Associates, Supplemental
Agreement #2 - Public Square Traffic Signal Optimization, NYSDOT
PIN: 7807.20

At the November 15, 2021 Council Meeting the City Council entered into an Agreement with Barton & Loguidice for the structural design of a traffic signal at the intersection of Arsenal St. and Arcade Street.

Currently the City in conjunction with the NYSDOT and Fisher Associates is in construction of the Public Square Traffic Signal Optimization Project. This project has collected traffic and pedestrian data for various peak hours throughout the day at multiple locations. This data has been utilized to develop a series of simulated traffic models to optimize signal timing. With the addition of a signal light at the Arcade St intersection the traffic signal coordination software will be modified to communicate between all of the signals in the studied intersections.

The cost to produce and modify the Traffic Signal model and traffic signal software is expected to be \$6,500. Supplemental Agreement #2 has been drafted for this amount. Funding will come from CHIPs.

A resolution approving Supplemental Agreement #2 is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Supplemental Agreement #2
for the Professional Services for the
Public Square Traffic Signal Optimization and
Coordination Project, PIN 7807.20,
Fisher Associates

Council Member HICKEY, Patrick J.

Council Member OLNEY, Clifford G.

Council Member PIERCE, Sarah V. C.

Council Member RUGGIERO, Lisa L.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown is planning to improve traffic flow, reduce congestion, and improve access to the businesses around Public Square, and

WHEREAS on January 21, 2020, City Council approved a Professional Services Agreement with Fisher Associates for the amount of \$135,000 for the design of the Public Square Traffic Signal Optimization and Coordination Project, and

WHEREAS on October 4, 2021, City Council approved a Professional Services Supplemental Agreement #1 with Fisher Associates for the amount of \$156,000 for the construction inspection and administration, and

WHEREAS at the November 15, 2021, City Council approved structural design services for a traffic signal at the intersection of Arsenal St. and Arcade St. with Barton & Loguidice, and

WHEREAS in support of this project, the City Engineering Department has negotiated a Professional Services Agreement with Fisher Associates for the modification to the traffic signal timing software of the surrounding intersections signals to coordinate the Arcade Street signal in the amount of \$6,500,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Supplemental Agreement #2 in the amount of \$6,500 between the City of Watertown and Fisher Associates, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City of Watertown to appropriate funds from CHIPs to pay the cost for the modification to the traffic signal timing software of the surrounding intersections signals to coordinate the Arcade Street signal, and

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

Seconded by

**Consultant Agreement
for
Public Square Traffic Signal Optimization and
Coordination**

PIN 7807.20

Between

City of Watertown

and



Supplemental No. 2

May 3, 2022

Architectural/Engineering Consultant Contract

PIN 7807.20 Sponsor Supplemental Contract No.2

Agreement made this ____ day of ____, ____ by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, in the City of Watertown, NY, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this contract as the **Public Square Traffic Signal Optimization and Coordination** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **City Manager** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

Architectural/Engineering Consultant Contract

accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<ul style="list-style-type: none"> Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 184% for construction services and 136% for construction inspection, in all events not to exceed 184%, subject to audit. 	
ITEM V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee. Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fee which in this CONTRACT shall equal \$ for Design Services. 	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$6,500.	

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

A Records of Direct Non-Salary Costs;

B Copies of any subcontracts relating to said contract;

C Location where records may be examined; and

D Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 20.1 PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT shall not discriminate against any employee, applicant for employment because of any race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor by: _____ Date: _____	Consultant by: _____ Date: _____
---	--

MUNICIPALITY:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2021 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2021 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 7807.20

Term of Agreement Ends: December 2022

BIN:

☐ Main Agreement ☐ Amendment to Contract [add identifying #] ☒ Supplement to Contract

[Supplement #2]

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition
☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: May 1, 2022

Finish Date: December 31, 2022

PROJECT DESCRIPTION:

Traffic Analysis of the Arcade Street/Arsenal Street intersection and integration into the Public Square Traffic Signal Interconnect System. Modification of traffic signal timing and coordination to the intersections below as needed to incorporate Arcade Street signal.

- *Arsenal Street at Massey Street*
- *Arsenal Street at Sherman Street*
- *American Corner – Public Square (Arsenal Street at Washington Street)*
- *Public Square at Franklin Street*
- *State Street at Mill Street*
- *State Street at Mechanic Street*
- *State Street at High Street*
- *Mill Street at Main Avenue/Moulton Street*
- *Washington Street at Clinton/Sterling Street*
- *Washington Street at Academy/Mullin Street*
- *Mill Street at Black River Parkway/Factory Street*

Project Location:

City of Watertown

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$6,500

ATTACHMENT B

Public Square Traffic Signal Optimization and Coordination

City of Watertown, NY

NYSDOT PIN: 7807.20

**Supplemental #1
Scope of Services**

April 14, 2022

Table of Contents

	Page
Section 1 General	1
Section 2 Data Collection & Analysis – NOT IN CONTRACT	4
Section 3 Preliminary Design – NOT IN CONTRACT	4
Section 4 Environmental – NOT IN CONTRACT	4
Section 5 Right-of-Way – NOT IN CONTRACT	4
Section 6 Detailed Design – NOT IN CONTRACT	4
Section 7 Advertisement, Bid Opening and Award – NOT IN CONTRACT	4
Section 8 Construction Support	5
Section 9 Construction Inspection – NOT IN CONTRACT	6
Section 10 Estimating & Technical Assumptions	10

Section 1 - General

1.01 Project Description and Location

Project Name: Public Square Traffic Signal Optimization and Coordination

PIN: 7807.20

Project Description/Limits: The project will collect current traffic and pedestrian data for various peak hours throughout the day at multiple locations. This data will be utilized to develop a series of micro-simulation traffic models to optimize signal timing and phasing. In addition, traffic signal coordination parameters will also be developed. Typical work at the signalized intersections in question will be new traffic signal controllers (and other signal hardware); loop detectors (if needed); wireless traffic signal coordination equipment; etc. The new traffic signal equipment, improvements to signal timing and traffic signal coordination will reduce congestion in the area around and through Public Square, improve travel speeds and pedestrian safety and reduce idling and pollutants that are emitted during travel.

The limits of the project include all of Public Square, Arsenal Street from Massey Street to Public Square, Washington Street from Academy Street to Public Square, State Street from High Street to Public Square and Mill Street from Main Street to Public Square.

Sponsor: City of Watertown

City, Town, County(ies): City of Watertown, Jefferson County

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Michael DeLaney, who can be reached at (315) 785-7740 or mdelaney@watertown-ny.gov

All correspondence to the **Sponsor** should be addressed to:

Michael DeLaney
City Engineer
City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

- Section 1 General
- Section 8 Construction Support
- Section 10 Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 8 and 10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Manage subconsultants and subcontractors.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

The **Consultant** will also develop a monitoring system to track **Consultant** inspection costs on a monthly basis, comparing these actual costs to the budgeted costs and providing a report to the **Sponsor** summarizing costs and reasons why the budget is over or under the allocated resources. The report will be due within 1 week after the end of each month.

1.08 Policy and Procedures

The tasks defined for the construction phase of this Project will be progressed in accordance with current NYSDOT procedures.

A. Compliance with documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- Bid Documents
- NYSDOT Construction Manuals, approved lists and approved materials

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations, and policy. Applicable laws, regulations and policies are per the Bid Documents.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

Section 2 – Data Collection & Analysis

Intentionally Left Blank. No work included in supplemental.

Section 3 - Preliminary Design

Intentionally Left Blank. No work included in supplemental.

Section 4 – Environmental

Intentionally Left Blank. No work included in supplemental.

Section 5 - Right-of-Way

Intentionally Left Blank. No work included in supplemental.

Section 6 - Detailed Design

Intentionally Left Blank. No work included in supplemental.

Section 7 - Advertisement, Bid Opening and Award

Intentionally Left Blank. No work included in supplemental.

Section 8 - Construction Support

8.01 Construction Support

1. Using previously collected traffic data for the Arsenal Street/Arcade Street intersection, Fisher Associates will add this intersection to previously developed Synchro models and determine the appropriate signal timings and coordination parameters for the intersection.
2. Fisher Associates will prepare revised traffic signal timing plans and coordination parameters for the remainder of the intersections included in the Public Square Traffic Signal Optimization and Coordination Project.
3. Fisher Associates will document a set of traffic signal timings and coordination parameters for the Arsenal Street/Arcade Street intersection and for all the intersections included in the Public Square Traffic Signal Optimization and Coordination Project. Signal timing and coordination data will be provided in tabular format illustrating green, yellow and red times for each signal phase, offsets, phase lengths and cycle lengths for the weekday AM, Mid-Day and PM peak hours. Documentation will also include an intersection level of service summary table.

Section 9 - Construction Inspection

Intentionally Left Blank. No work included in supplemental.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 1 Estimate 1 meeting during the life of this agreement (hours in Section 8).

Section 8 Construction Support will include but not be limited to:

- Providing Synchro analysis of the Arcade Street/Arsenal Street intersection for the previously developed weekday AM, Mid-Day and PM peak hours for the Existing, ETC and ETC-Optimized models.
- Providing updated signal timings and optimization parameters for the remainder of the Public Square Traffic Signal Optimization and Coordination Project.

ATTACHMENT C

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC

D036492 PIN 7807.20

Public Square Traffic Signal Optimization & Coordination

Jefferson County

Date April 2022

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 07/2021	PROJECTED XX/2022	2021	2022	2023	
Project Manager	VIII (A)	90.00	90.00	90.00	90.00	90.00	A
Project Manager	VII (A)	66.86	68.87	76.01	78.29	80.64	A
Landscape Architect	VII (A)	49.83	51.32	50.50	52.02	53.58	A
Senior Engineer	VI (A)	61.75	63.60	71.00	73.13	75.32	A
Landscape Architect	VI (A)	45.00	46.35	45.00	46.35	47.74	A
Project Engineer	V (A)	58.88	60.65	59.00	60.77	62.59	A
Landscape Architect	V (A)	39.00	40.17	39.77	40.96	42.19	B
Design Engineer	IV (A)	48.22	49.67	53.50	55.11	56.76	B
Environmental Scientist	IV (A)	55.18	56.84	66.00	67.98	70.02	B
Landscape Architect	IV (A)	36.13	37.21	36.13	37.21	38.33	B
Engineer	III (A)	38.56	39.72	42.45	43.72	45.03	B
Landscape Architect	III (A)	29.03	29.90	30.08	30.98	31.91	B
Senior Designer	III (A)	42.92	44.21	46.80	48.20	49.65	B
Landscape Designer	III (A)	26.61	27.41	27.70	28.53	29.39	B
Junior Engineer	II/I (A)	30.54	31.46	35.00	36.05	37.13	B
Resident Engineer	IV (N)	51.75	53.30	66.00	67.98	70.02	C
Senior Engineering Technician	IV (N)	51.75	53.30	66.00	67.98	70.02	C
Engineering Technician	III (N)	42.38	43.65	46.80	48.20	49.65	C
Senior Cad Operator	III (N)	39.02	40.19	47.00	48.41	49.86	C
Cad Operator/Tech II	II (N)	31.42	32.36	35.25	36.31	37.40	C
Jr Engineer Tech/Tech I	I (N)	24.03	24.75	29.90	30.80	31.72	C
Survey Manager	III (N)	64.17	66.10	76.00	78.28	80.63	A
Project Surveyor	III (N)	46.58	47.98	60.50	62.32	64.19	A
Project Surveyor	II (N)	35.00	36.05	35.00	36.05	37.13	B
Survey Technician	III (N)	29.50	30.39	29.50	30.39	31.30	C
Party Chief	III (N)	29.56	30.45	37.50	38.63	39.79	C
Instrument Person	I (N)	23.54	24.25	29.00	29.87	30.77	C
Technical Typist	NA	22.94	23.63	24.50	25.24	26.00	C
Party Chief (Field)*	III (N)	29.56	30.45	37.50	38.63	39.79	C
Instrument Person (Field)*	I (N)	23.54	24.25	29.90	30.80	31.72	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT
Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$45.84	\$47.22	\$30.45	\$16.77	\$2.26	\$19.03
Instrument Person	I (N)	42.11	43.37	24.25	19.12	2.58	21.70

*Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$27.20	\$6.60	\$20.60	\$0.00	\$2.78	\$23.38
Instrument Person	I (N)	27.20	3.56	23.64	0.00	3.19	26.83

Exhibit A, Page 2 Staffing Table ----- FISHER ASSOCIATES, PE, LS, LA, DPC D036492 PIN 7807.20 Public Square Traffic Signal Optimization & Coordination Jefferson County Date															
JOB TITLE	ASCE (A) OR NICET (N) GRADE	IA	IB	IC	ID	IE	IIA	IIB	IIC	IIIA	IIIB	"T"	Total Hours	PROJECTE HOURLY RATE	DIRECT TECHNICAL LABOR
Project Manager	VIII (A)	6											0	90.00	0.00
Project Manager	VII (A)												6	68.87	413.22
Landscape Architect	VII (A)												0	51.32	0.00
Senior Engineer	VI (A)												0	63.60	0.00
Landscape Architect	VI (A)												0	46.35	0.00
Project Engineer	V (A)												0	60.65	0.00
Landscape Architect	V (A)	25											0	40.17	0.00
Design Engineer	IV (A)												25	49.67	1,241.75
Environmental Scientist	IV (A)												0	56.84	0.00
Landscape Architect	IV (A)												0	37.21	0.00
Engineer	III (A)												10	39.72	397.20
Landscape Architect	III (A)												0	29.90	0.00
Senior Designer	III (A)	10											0	44.21	0.00
Landscape Designer	III (A)												0	27.41	0.00
Junior Engineer	II/I (A)												0	31.46	0.00
Resident Engineer	IV (N)												0	53.30	0.00
Senior Engineering Technician	IV (N)												0	53.30	0.00
Engineering Technician	III (N)												0	43.65	0.00
Senior Cad Operator	III (N)												0	40.19	0.00
Cad Operator/Tech II	II (N)												0	32.36	0.00
Jr Engineer Tech/Tech I	I (N)												0	24.75	0.00
Survey Manager	III (N)												0	66.10	0.00
Project Surveyor	III (N)												0	47.98	0.00
Project Surveyor	II (N)												0	36.05	0.00
Survey Technician	III (N)												0	30.39	0.00
Party Chief	III (N)												0	30.45	0.00
Instrument Person	I (N)												0	24.25	0.00
Technical Typist	NA												0	23.63	0.00
Project Surveyor	II (N)												0	36.05	0.00
Survey Technician	III (N)												0	30.39	0.00
TOTAL		41	0	0	0	0	0	0	0	0	0	0	41		\$2,052.17 =====

1A Analyze Arcade St Signal, develop signal timings & integrate into Coordination System
 Retime other Public Square Signals to incororate Arcade St. signal

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

FISHER ASSOCIATES, PE, LS, LA, DPC
D036492 PIN 7807.20
Public Square Traffic Signal Optimization & Coordination
Jefferson County
Date Jan-00

EXPENDABLE COSTS

1. Travel, Lodging & Subsistence

Personal Vehicle									
<u>Trips to</u>	<u>trips</u>	<u>miles per</u>							
Site (from Rochester)		miles/trip		0					
Meetings (from Rochester)		miles/trip		0					
Region (from Rochester)		miles/trip		0					
On-Site		miles/trip		0					

Total Mileage - Personal Vehicle				0	@		\$0.585		\$0.00
Survey Van									
<u>Trips to</u>	<u>trips</u>	<u>miles per</u>							
Site (from Rochester)		miles/trip		0					
Region (from Rochester)		miles/trip		0					
On-Site		miles/trip		0					

Total Mileage - Survey Van				0	@		\$0.560		\$0.00
Per Diem		people for		days @		\$59.00	/day		\$0.00
Lodging		people for		nights @		\$96.00	/night		\$0.00
Tolls		trips @		\$1.00 /trip					\$0.00
Rental Car		days @		\$50.00 /day					\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE									\$0.00

2. Reproduction, Drawings & Reports

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>		
Vellums (22"x34")			\$10.13		\$0.00
Blueprint (22"x34")			\$1.30		\$0.00
Mylar (22"x34")			\$10.39		\$0.00
B & W Copies (8½"x11")			\$0.09		\$0.00
B & W Copies (11"x17")			\$0.18		\$0.00
Color Print (8½"x11")			\$0.99		\$0.00
Color Print (11"x17")			\$1.98		\$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS					\$0.00

3. Owner's Protective Insurance (Estimated) \$0.00

4. Mailings & Deliveries									
	months @		mailings/month	\$2.80	per mailing			\$0.00	
	months @		deliveries/month	\$15.00	per delivery			\$0.00	

TOTAL MAILINGS & DELIVERIES									\$0.00

5. Survey Personnel Costs

Wage Differential		Hours	@	Rate		
Party Chief	III (N)	0		\$0.00	\$0.00	
Instrument Person	I (N)	0	-		0.00	

SUBTOTAL Wage Differential						\$0.00
Supplemental Benefits		Hours	@	Rate		
Party Chief	III (N)	0		\$0.00	\$0.00	
Instrument Person	I (N)	0		0.00	0.00	

SUBTOTAL Supplemental Benefits						\$0.00

TOTAL SURVEY PERSONNEL COSTS						0.00

TOTAL DIRECT NON - SALARY COST						\$0.00
						=====

SUB-CONTRACTOR COSTS

SUBCONTRACTOR 1	
SUBCONTRACTOR 2	
SUBCONTRACTOR 3	

Exhibit C Summary ----- FISHER ASSOCIATES, PE, LS, LA, DPC D036492 PIN 7807.20 Public Square Traffic Signal Optimization & Coordination Jefferson County Date	
Item IA, Direct Technical Salaries (estimated) subject to audit	\$2,052
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	0
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	0
Item III, Overhead (184%) (estimated) subject to audit	3,776
Item IV, Fixed Fee (negotiated)	600
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	0
Subconsultant 1	0
Subconsultant 2	0
Subconsultant 3	0
Subconsultant 4	0
Total Estimated Cost	----- \$6,428
MAXIMUM AMOUNT PAYABLE	\$6,500 =====

Res Nos. 6, 7, 8 and 9

May 31, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Appointments to the Transportation Commission

There are currently four vacancies on the Transportation Commission. The following individuals have expressed their interest in serving on this Commission and have received support from various Council Members:

Ryan Henry-Wilkinson
520 Holcomb Street
Watertown, NY 13601

Patricia Wetterhahn
13188 County Route 5
Clayton, NY 13624

Michelle Appleby
205 N. Orchard Street
Watertown, NY 13601

Bradford C. Riendeau
637 Academy Street
Watertown, NY 13601

Attached for City Council consideration are resolutions appointing these individuals for the remainder of the three-year terms, with one such term expiring on April 1, 2023, two terms expiring on April 1, 2024 and one term expiring on April 1, 2025.

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Ryan Henry-Wilkinson

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for the remainder of a three-year term, such term expiring on April 1, 2025:

Ryan Henry-Wilkinson
520 Holcomb Street
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Patricia Wetterhahn

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for the remainder of a three-year term, such term expiring on April 1, 2024:

Patricia Wetterhahn
13188 County Route 5
Clayton, NY 13624

Seconded by

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Michelle Appleby

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for the remainder of a three-year term, such term expiring on April 1, 2024:

Michelle Appleby
205 N. Orchard Street
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Bradford C. Riendeau

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for the remainder of a three-year term, such term expiring on April 1, 2023:

Bradford C. Riendeau
637 Academy Street
Watertown, NY 13601

Seconded by

Res No. 10

May 31, 2022

To: The Honorable Mayor and City Council

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

Subject: Approving the Watertown Local Development Corporation's Loan to Convalt Energy Inc.

As the City Council may be aware, Convalt Energy Inc. has made a loan request to the Watertown Local Development Corporation (WLDC) in the amount of \$300,000 to help finance their proposed solar panel manufacturing facility that will be constructed in the Jefferson County Industrial Development Agency's (JCIDA) Airport Business Park located adjacent to the Watertown International Airport. The loan request is part of a financing package that includes several sources of funding including loans from the JCIDA, Sackets Harbor Local Development Corporation and other private financing. The WLDC Board of Directors approved the loan request at its April 28, 2022, meeting.

The WLDC was established in 1982 with a purpose of relieving and reducing unemployment, promoting and providing for additional maximum employment and job retention among other purposes. The territory in which the operations of the WLDC are conducted is the City of Watertown and in such areas that are in proximity to the City where the corporation's funds will have a substantial positive impact on the economic welfare and prosperity of the City and its inhabitants.

The WLDC's lending policy requires for any projects located outside of the City of Watertown, that the WLDC request approval of the loan from the City Council. The City Council is not required to make a determination with respect to the credit worthiness or terms and conditions of the loan but rather to focus on the positive economic impact of the project to the City.

The proposed project consists of the construction of a 315,000 square foot solar panel manufacturing facility that will supply solar panels for renewable energy projects throughout the world. The company has already hired a project team of eight people and will create 382 full time jobs over the next three years.

The attached resolution approves the loan request from Convalt Energy Inc. submitted to and approved by the Watertown Local Development Corporation (WLDC) Board of Directors on April 28, 2022, in the amount of \$300,000 to help finance a proposed solar panel manufacturing facility in the Airport Business Park.

RESOLUTION

Page 1 of 1

Approving the Watertown Local
Development Corporation's Loan
to Convalt Energy Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS Convalt Energy Inc. has made a loan request to the Watertown Local Development Corporation (WLDC) in the amount of \$300,000 to help finance a proposed solar panel manufacturing facility in the Airport Business Park located adjacent to the Watertown International Airport, and

WHEREAS, the WLDC Board of Directors approved the loan request at their April 28, 2022, meeting, and

WHEREAS the proposed project consists of the construction of a 315,000 square foot solar panel manufacturing facility that will supply solar panels for renewable energy projects throughout the world and will create 382 full time jobs over the next three years, and

WHEREAS the WLDC's lending policy requires for any projects located outside of the City of Watertown, that the WLDC request approval of the loan from the City Council of the City of Watertown, and

WHEREAS the City Council has determined that the proposed project will create jobs and reduce unemployment in the region and will have a substantial positive economic impact on the economic welfare and prosperity of the City and its inhabitants,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the loan request from Convalt Energy Inc. submitted to and approved by the Watertown Local Development Corporation (WLDC) Board of Directors on April 28, 2022, in the amount of \$300,000 to help finance a proposed solar panel manufacturing facility in the Airport Business Park.

Seconded by

May 31, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: Bid #2022-19 REBID Watertown Streetscape Design Improvements
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on April 24, 2022, calling for sealed bids from qualified bidders for the REBID Watertown Streetscape Design Improvements, per City specifications.

The Purchasing Department issued Invitations to Bid to (53) fifty-three contractors. The City received two (2) sealed bid submittals. The Purchasing Department publicly opened and read the sealed bids on May 18, 2022, at 2:00 pm local time. The bid tabulation for the bid is shown below.

REBID Watertown Streetscape Design Improvements	Luck Bros. Inc.	CCI Companies, Inc.
	Plattsburgh, NY	Canastota, NY
Total Bid	\$4,341,880.00	\$3,647,704.75

The Purchasing Department and the Planning Department reviewed the responses to ensure that they complied with the specifications.

The City is paying for this project using a combination of funding sources, including Downtown Revitalization Initiative (DRI), American Rescue Plan (ARPA) and Consolidated Local Street and Highway Improvement Program (CHIPS) funds, as well as a National Grid Urban Center/Commercial District Revitalization grant.

The budget that the City Council readopted in March anticipated a total construction cost of \$3,283,000 for the project. The low bid received was \$3,647,705. Additionally, the price for construction inspection services from Barton & Loguidice has increased from \$76,000 to \$106,000. The tables on the next page detail the breakdown of funding sources for the project as estimated in March and at present following the receipt of construction bids.

<u>DRI Streetscape Project Sources and Uses Breakdown (March 2022 Estimate)</u>			
<u>Sources</u>		<u>Uses</u>	
DRI	\$1,600,000	Design	\$205,000
ARPA	\$1,775,000	Construction Contractor	\$3,283,000
National Grid	\$250,000	Construction Inspection	\$76,000
CHIPS	\$75,000	Contingency	\$136,000
Total	\$3,700,000	Total	\$3,700,000

<u>DRI Streetscape Project Sources and Uses Breakdown (After Receiving Bids)</u>			
<u>Sources</u>		<u>Uses</u>	
DRI	\$1,600,000	Design	\$205,000
ARPA	\$1,775,000	Design Overrun	\$53,600
National Grid	\$250,000	Construction Contractor	\$3,647,705
CHIPS	\$387,305	Construction Inspection	\$106,000
Total	\$4,012,305	Total	\$4,012,305

Staff recommends that City Council award the bid for the REBID Watertown Streetscape Design Improvements to **CCI Companies, Inc., Canastota, NY** as the lowest responsive responsible bidder at total price of **\$3,647,704.75**.

Staff further recommends that the City Council readopt the budget to program \$387,305 of CHIPS funds towards this project to make up the difference as detailed in the tables above.

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

RESOLUTION

Page 1 of 1

Accepting Bid for REBID Watertown Streetscape Design Improvements, CCI Companies, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the REBID Watertown Streetscape Design Improvements in Watertown, New York, as per City specifications, and

WHEREAS bid invitations were also issued to qualified bidders with two (2) sealed bids submitted to the Purchasing Department, and

WHEREAS on Wednesday, May 18, 2022, at 2:00 p.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Planning Department, and it is their recommendation that the City Council accept the bid submitted by CCI Companies, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of CCI Companies, Inc. in the amount of \$3,647,704.75, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to CCI Companies, Inc.

Seconded by

Res No. 12

May 26, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Re-adoption of the Fiscal Years 2021-22 through 2025-26 Capital Fund Budget – DRI Streetscape Project

The following resolution was prepared to re-adopt the Fiscal Years 2021-22 through 2025-26 Capital Fund Budget to include the increased estimated cost of the Court Street Streetscape project now that the bids for the project have been received from \$3,700,000 to \$4,012,305 with the additional cost being funded from the City's available CHIPS/Touring Route funds (\$312,305).

RESOLUTION

Page 1 of 1

Re-Adoption of Fiscal Years 2020-21 through
2024-25 Capital Budget – DRI Streetscape
Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on June 1, 2020 the City Council adopted the Fiscal Years 2020-21 through 2024-25 Capital Budget, and

WHEREAS the Fiscal Years 2020-21 through 2024-25 Capital Budget included the Downtown Revitalization Initiative Streetscape Project at an estimated cost of \$1,500,000, and

WHEREAS on March 1, 2022 City Council approved an expanded project scope at an estimated cost of \$3,700,000, and

WHEREAS bids have been received for the project which increase the estimated project cost to \$4,012,305, and

WHEREAS City Council desires to continue with the revised project scope and fund the funding deficit with New York State CHIPS and Touring Route funds,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2020-21 through 2024-25 Capital Budget to increase the estimated project cost from \$3,700,000 to \$4,012,305 and increase the New York State CHIPS/Touring Route funds from \$75,000 to \$387,305 to fund the additional project costs.

Seconded by

FISCAL YEAR 2020-2021
CAPITAL BUDGET
FACILITY IMPROVEMENTS
DOWNTOWN

PROJECT DESCRIPTION		COST
<p>Franklin Street, Washington Street, Court Street and Coffeen Street Streetscape Enhancement Project</p> <p>This project will involve the design and construction of streetscape enhancements to the 200 Block of Franklin St., the area around the Governor Roswell P. Flower Monument on Washington Street, Lachenauer Plaza and the 100-300 Blocks of Court St. and the 200 Block of Coffeen St. to make the public realm more inviting to pedestrians and strengthen the downtown business environment. Improvements in these areas will include site preparation, sidewalks, curbing, paving, crosswalks, bollards, lighting, landscaping, tree planting and drainage.</p>		\$4,012,305
<p>Funding to support this project will be through a Downtown Revitalization Initiative Grant through the NYS Department of State (\$1,600,000), an Urban Center/Commercial District Revitalization Program Grant from National Grid (\$250,000), CHIPS/Touring Route funds (\$387,305) and American Recue Plan Act funds (\$1,775,000).</p>		
TOTAL		\$4,012,305

Res No. 13

May 31, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Re-adoption of the Fiscal Years 2021-22 through 2025-26 Capital Fund Budget – C.C.I.P. Stormwater Improvements

The following resolution was prepared at the request of Mayor Smith to re-adopt the Fiscal Years 2021-22 through 2025-26 Capital Fund Budget to include the stormwater improvement project in City Center Industrial Park at an estimated cost of \$200,000, which will be funded from the American Rescue Plan Act funds.

At the January 24, 2022, Work Session, John Renzi of Renzi Foodservice spoke about the problems they are having with stormwater on their property at 901 Rail Drive.

There are two “streams” that flow out of the City’s stormwater collection system and then across the Renzi property to the city-owned wetlands. On April 4, 2022 the City Council authorized obtaining easements for the “streams” and a connection to the storm sewer at the southern end of Bellew Avenue South so that we can maintain the integrity of the stormwater system.

Mr. Renzi would like the City to construct improvements within the proposed easements necessary for their project to move forward. This includes piping one of the streams under a proposed parking lot and rerouting the other around a proposed retention pond. He obtained an estimate from his contractor of \$171,000 for the work. The cost of engineering design brings the total to \$200,000.

RESOLUTION

Page 1 of 1

Re-Adoption of Fiscal Years 2021-22
through 2025-26 Capital Budget –
C.C.I.P. Stormwater Improvements

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

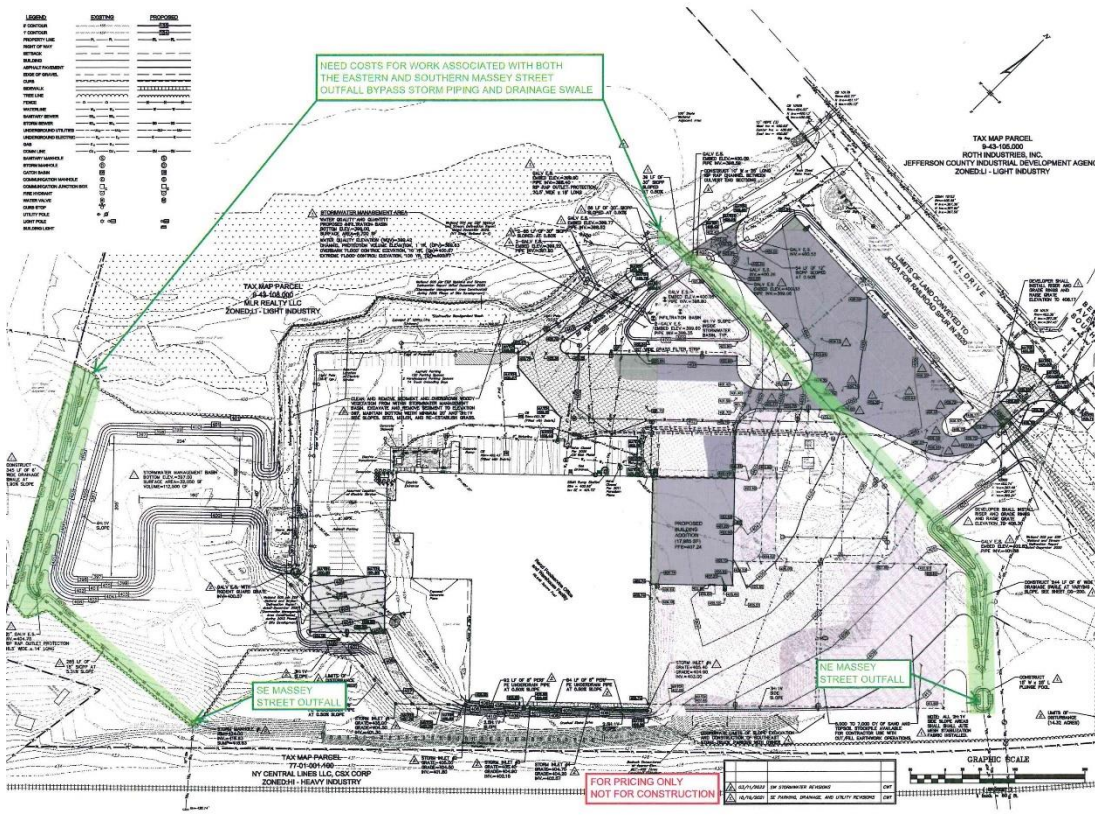
WHEREAS on May 24, 2021 the City Council adopted the Fiscal Years 2021-22 through 2025-26 Capital Budget, and

WHEREAS the re-adopted Fiscal Year 2021-22 Capital Fund Budget did not contain funding to make certain stormwater improvements at City Center Industrial Park,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2021-22 through 2025-26 Capital Budget to add the design and construction of certain stormwater improvements in City Center Industrial Park at an estimated cost of \$200,000 to the FY 2021-22 Capital Budget.

Seconded by

FISCAL YEAR 2021-2022 CAPITAL BUDGET FACILITY IMPROVEMENTS Stormwater

PROJECT DESCRIPTION	COST
<p>City Center Industrial Park Stormwater Improvements</p> <p>There are two outfalls from the City's stormwater system that discharge water onto property owned by Renzi Foodservice. The water flows across Renzi's property on its way to Beaver Meadow wetlands.</p> <p>This project designs and constructs alterations to the City's stormwater flow so that Renzi's can continue with their expansion project.</p>  <p>Funding for this project will be from the American Rescue Plan Act of 2021.</p>	<p>\$200,000</p>
TOTAL	\$200,000

Res No. 14

May 6, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: Bid #2022-20 Thompson Park Brush Clearing Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on May 7, 2022, calling for sealed bids from qualified bidders for the Thompson Park Brush Clearing Project, per City specifications. The sites are located throughout Thompson Park.

The Thompson Park Brush Clearing Project is funded with \$50,000 in American Rescue Plan Act funds appropriated by the City Council at the March 21, 2022 meeting.

The Purchasing Department issued Invitations to Bid to (10) ten tree service contractors. The City received one (1) sealed bid submittal. The Purchasing Department publicly opened and read the sealed bid on May 26, 2022, at 2:00 pm local time. The bid tabulation for the bid is shown below.

Thompson Park Brush Clearing Project	B&R Tree Experts, LLC
	Black River, NY
Total Base Bid	\$13,770.00
Add Alternate Bid Areas	
Lump Sum: Gotham Street Piers	\$2,250.00
Lump Sum: West Entrance Drive/ Reservoir Drive Intersection	\$7,250.00
Lump Sum: West Overlook Area	\$7,850.00
Lump Sum: Goose Pond Area	\$5,624.00
TOTAL	\$36,744.00

The Purchasing Department and the Planning Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the base bid and the four add alternate bids for the Thompson Park Brush Clearing Project to B&R Tree Experts, LLC as the lowest responsive responsible bidder at total price of **\$36,774**.

Maps showing the work to be done are attached. This will make a significant change in the western portion of the park. Some may think it to be too drastic, but it is essential for the long-term ecological health and aesthetic quality of the park. The brush that will be taken out is all invasive Buckthorn and Honeysuckle that harm the ecology of the park by preventing anything else from growing. It will create and widen trails and create open areas that are more in keeping with the intent of the Olmsted plan.

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park
Brush Clearing Project,
B&R Tree Experts, LLC

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for Thompson Park Brush Clearing Project in Watertown, New York, as per City specifications, and

WHEREAS bid invitations were also issued to qualified bidders with one (1) sealed bid submitted to the Purchasing Department, and

WHEREAS on Thursday, May 26, 2022, at 2:00 p.m., the bid received was publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bid received with the Planning Department, and it is their recommendation that the City Council award the base bid and the four add alternate bids for the Thompson Park Brush Clearing Project to B&R Tree Experts, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the base bid and four add alternate bids of B&R Tree Experts, LLC in the total amount of \$36,774, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to B&R Tree Experts, LLC.

Seconded by

Thompson Park Brush Clearing Project

Goose Pond Trails
Base Bid Area 1

Provide clear width of 12' minimum along centerline of trail
(3,257 feet total). Clearing area is 39,084 sq ft or .90 acres.
No seeding required in this area

OVERLOOK DR
WEST ENTRANCE

WEST ENTRANCE DR
GOTHAM ST

N
1 inch = 250 feet

- Legend**
- Clearing Limits
 - Marked Trails
 - Property Boundary

Thompson Park Brush Clearing Project

West Entrance Drive
West Overlook Area
Base Bid Area 2

Remove all brush, seed, and protect
all trees to remain as detailed in specifications.

2.56 acres
111,480 sq ft

WEST ENTRANCE DR




WEST ENTRANCE DR

GOTHAM ST



1 inch = 100 feet

Legend

-  Clearing Limits
-  Marked Trails
-  Property Boundary

Thompson Park Brush Clearing Project

Western Thompson Park Trails
Base Bid Area 3

Provide clear width of 12' minimum along centerline of trail (1,568 feet total). Clearing area is 18,816 sq ft or .43 acres. No seeding required in this area.

Legend

- Clearing Limits
- Marked Trails
- Property Boundary



1 inch = 175 feet




Thompson Park Brush Clearing Project

Thompson Boulevard
(Franklin St. to Gotham St.)
Base Bid Area 4

Clear from edge of existing brush line away from the street approximately 25'. Remove all brush, seed, and protect all trees to remain as detailed in specifications

0.63 acres
27,245 sq ft

Legend

-  Clearing Limits
-  Marked Trails
-  Property Boundary



1 inch = 150 feet




Thompson Park Brush Clearing Project

Gotham Street Piers
Add Alternate Area 1

Clear from edge of existing brush line approximately 20'. Remove all brush, seed, and protect all trees to remain as detailed in the specifications.

.37 acres
16,094 sq ft

Legend

-  Clearing Limits
-  Marked Trails
-  Property Boundary



1 inch = 100feet

Thompson Park Brush Clearing Project

West Entrance Drive
Reservoir Drive Intersection
Add Alternate Area 2

Remove all brush, seed, and protect all trees to remain as detailed in specifications.

2.38 acres
103,700 sq ft

OVERLOOK DR




OVERLOOK DR

WEST ENTRANCE DR



1 inch = 100 feet

Legend

-  Clearing Limits
-  Marked Trails
-  Property Boundary




Thompson Park Brush Clearing Project

West Overlook Area -
Add Alternate Area 3

Remove all brush, seed, and protect all
trees to remain as detailed in specifications.

2.66 acres
115,715 sq ft

Legend

-  Clearing Limits
-  Marked Trails
-  Property Boundary



1 inch = 100 feet

GOTHAM ST

THOMPSON BLVD

WEST ENTRANCE DR

Thompson Park Brush Clearing Project

Goose Pond Area

Add Alternate Area 4

Remove all brush and protect trees to remain as detailed in the specifications.
No seeding required in this area.

3.04 acres
132,408 sq ft



WEST ENTRANCE DR

GOTHAM ST



1 inch = 150 feet

Legend

-  Clearing Limits
-  Marked Trails
-  Property Boundary

Res No. 15

May 25, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Accepting Proposal of Bowers & Company CPAs, PLLC for Auditing Services

The City Comptroller's office sent out Requests for Proposals for auditing services for the five fiscal years ending June 30, 2022 through 2026. A total of eight proposals were sent to local and regional firms across New York State. Proposals were opened on Friday, May 20th, from two submitters. A summary of the proposals received is as follows.

	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26	Total Fees
Bonadio & Co., LLP Syracuse, NY	\$32,000	\$32,500	\$33,000	\$33,500	\$34,000	\$165,000
Bowers & Company CPAs, PLLC Watertown, NY	\$32,100	\$32,200	\$33,800	\$35,500	\$37,300	\$170,900

The City's independent auditors over the past twenty-three fiscal years were:

FY 2011/12 – FY 2020/21	Bowers & Company CPAs PLLC (10 years)
FY 2006/07 – FY 2010/11	Poulsen & Podvin (5 years)
FY 2003/04 – FY 2005/06	Green & Seifter (3 years)
FY 1998/99 – FY 2002/03	Sovie & Bowie (5 years)

Per a GFOA recommended practice for audit procurements, governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. GFOA also recommends that the auditor selection process be structured so that the principal factor is the auditor's ability to perform a quality audit. In no case should price be allowed to serve as the sole criterion for the selection of an independent auditor.

Based upon Bowers & Company's qualifications, expertise and knowledge of the City it is recommended that they be selected as the City's auditors for the fiscal years ending June 30, 2022 through 2026.

RESOLUTION

Page 1 of 1

Accepting Proposal of Bowers
& Company CPAs, PLLC,
For Auditing Services

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS it is the responsibility of local municipalities to comply with Federal and State Single Audit requirements, and

WHEREAS the City has solicited proposals for an audit of the General Purpose Financial Statements and the Single Audit of the City's financial activities for the fiscal years ending 2021-22 through 2025-26, and

WHEREAS a proposal has been received from Bowers & Company CPAs, PLLC to perform an audit of the General Purpose Financial Statements and a Single Audit of the financial activities of the City of Watertown, as prescribed by the Comptroller General, in the amount of \$32,100 for Fiscal Year 2021-22, \$32,200 for Fiscal Year 2022-23, \$33,800 for Fiscal Year 2023-24, \$35,500 for Fiscal Year 2024-25 and \$37,300 for Fiscal Year 2025-26,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes and directs the City Manager to execute the annual engagement letter for each fiscal year's audit with Bowers & Company CPAs, PLLC, for the purpose of conducting an audit of the General Purpose Financial Statements, Single Audits of the financial activities of the City of Watertown for the Fiscal Years 2021-22 through Fiscal Year 2025-26.

Seconded by

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Salary Structure and Annual Increase for
Watertown Housing Authority Employees

In conformity with the requirements of the New York State Housing Law and the United States Housing Act, the City Council of the City of Watertown is being asked to approve salary increases for the employees of the Watertown Housing Authority (WHA). By correspondence dated May 31, 2022, the City was notified that the Watertown Housing Authority Board adopted a resolution establishing the cost-of-living increase for management positions at three percent (3%) and non-management employees at five percent (5%) effective July 1, 2022.

A resolution approving the recommended three (3%) and five (5%) percents respectively, cost of living increase for all employees of the Watertown Housing Authority is attached for City Council consideration. A copy of the 2022 salary structure for the WHA is attached for your review.

RESOLUTION

Page 1 of 1

Approving Salary Structure and Annual
Pay Increase for Watertown Housing
Authority Employees

Council Member HICKEY, Patrick J. .

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A..

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS in conformity with the requirements of the New York State Public Housing Law § Section 32, Sub Division 1, compensation for Watertown Housing Authority employees can be fixed only upon the approval of the local legislative body, which is the City Council of the City of Watertown, and

WHEREAS the Watertown Housing Authority has reported that it is the desire of the Watertown Housing Authority Board to authorize a three percent (3%) cost of living increase for management employees and a five percent (5%) cost of living increase for non-management employees effective July 1, 2022, and

WHEREAS by resolution adopted on May 19, 2022, the Watertown Housing Authority Board approved a three percent (3%) cost of living increase for management employees and a five percent (5%) cost of living increase for non-management employees, effective July 1, 2022, by modification to its existing salary structure,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the 2022 salary structure for all employees of the Watertown Housing Authority which contains a three (3%) cost of living increase for management employees and a five percent (5%) cost of living increase for non-management employees, effective July 1, 2022, with salary structures attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager is hereby authorized and directed to forward a certified copy of the resolution to the Watertown Housing Authority.

Seconded by



142 Mechanic Street
Watertown, NY 13601
(315) 782-1251
www.whany.org

May 31, 2022

Mr. Kenneth Mix
City Manager
Watertown Municipal Building
245 Washington Street
Watertown, New York 13601

Re: Salary Comparability Approval by City Council

Dear Mr. Mix:

In conformity with the requirements of the New York State Public Housing Law Section 32, Sub Division 1, compensation for the Watertown Housing Authority (WHA) employees can be fixed only upon approval of the local legislative body, which is the City Council of the City of Watertown. Recently at its regular meeting that was held at Midtown Towers, 142 Mechanic Street, Watertown, New York on Thursday, May 19, 2022, the WHA Board of Commissioners approved a 5% salary adjustment for non-management employees and a 3% for management both effective July 1, 2022.

The WHA Board is requesting a resolution by the City Council of Watertown approving these adjustments. These changes will be effective July 1, 2022. A copy of the WHA's Board resolution and salary structure are enclosed for your review.

If you have any questions, you can contact me at the address or number above.

Sincerely,

Michael Robare
Executive Director

WATERTOWN HOUSING AUTHORITY
ADMINISTRATIVE OFFICE
142 MECHANIC STREET
WATERTOWN, NY 13601

RESOLUTION 2022-12

The following Resolution was moved by Gerard Pacifici, seconded by Michelle Holder, and unanimously carried:

BE IT RESOLVED that the Board of Commissioners of the Watertown Housing Authority hereby approves the following salary changes for the WHA that will become effective July 1, 2022:

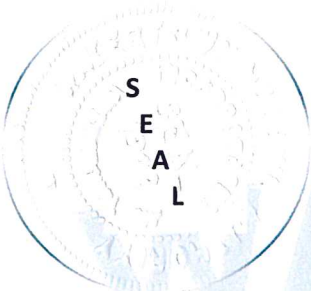
- 3.00% increase for all management positions
- 5.00% increase for all non-management positions

I hereby certify that the foregoing is a true copy and the whole of said Resolution adopted by the Watertown Housing Authority as of May 19, 2022, and that said meeting was regularly called and duly constituted.

Witness my hand and seal of the Watertown Housing Authority this 19th day of May, 2022.



Michael Robare, Executive Director



WATERTOWN
HOUSING AUTHORITY

Step System (Administration) that will become effective July 1, 2022

Watertown Housing Authority

Each year the steps will be adjusted accordingly with the cost of living adjustment (COLA) approved by the WHA Board, then by the City Council.

2022 COLA: Management = 3% / Non-Management = 5.00%

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>MANAGEMENT EMPLOYEES</u>								
<u>Assistant Executive Director</u>								
Assistant Executive Director (Salary)	\$65,406	\$67,695	\$70,065	\$72,515	\$75,053	\$77,681	\$80,399	\$83,213
Assistant Executive Director (Hourly)	\$35.94	\$37.19	\$38.50	\$39.84	\$41.24	\$42.68	\$44.18	\$45.72
<u>Human Resources Manager</u>								
Human Resources Manager (Salary)	\$51,205	\$52,997	\$54,852	\$56,770	\$58,757	\$60,815	\$62,942	\$65,145
Human Resources Manager (Hourly)	\$28.13	\$29.12	\$30.14	\$31.19	\$32.28	\$33.41	\$34.58	\$35.79
<u>Modernization Manager</u>								
Mod Manager (Salary)	\$56,130	\$58,094	\$60,128	\$62,232	\$64,410	\$66,665	\$68,998	\$71,413
Mod. Manager (Hourly)	\$30.84	\$31.92	\$33.04	\$34.19	\$35.39	\$36.63	\$37.91	\$39.24
<u>Maintenance Supervisor</u>								
Maint. Supervisor (Salary)	\$61,058	\$63,195	\$65,406	\$67,696	\$70,065	\$72,516	\$75,054	\$77,681
Maint. Supervisor (Hourly)	\$33.55	\$34.72	\$35.94	\$37.20	\$38.50	\$39.84	\$41.24	\$42.68
<u>Occupancy Supervisor</u>								
Occ. Supervisor (Salary)	\$55,880	\$57,835	\$59,860	\$61,955	\$64,124	\$66,368	\$68,691	\$71,098
Occ. Supervisor (Hourly)	\$30.70	\$31.78	\$32.89	\$34.04	\$35.23	\$36.47	\$37.74	\$39.06
<u>Accounting Supervisor</u>								
Accounting Supervisor (Salary)	\$61,412	\$63,561	\$65,786	\$68,088	\$70,472	\$72,939	\$75,490	\$78,132
Accounting Supervisor (Hourly)	\$33.74	\$34.92	\$36.15	\$37.41	\$38.72	\$40.08	\$41.48	\$42.93
<u>NON - MANAGEMENT EMPLOYEES</u>								
<u>Public Housing Specialist</u>								
Public Housing Specialist (Salary)	\$34,115	\$35,309	\$36,544	\$37,824	\$39,147	\$40,517	\$41,936	\$43,403
Public Housing Specialist (Hourly)	\$18.74	\$19.40	\$20.08	\$20.78	\$21.51	\$22.26	\$23.04	\$23.85
<u>Senior Public Housing Specialist</u>								
Sr. Public Housing Specialist (Salary)	\$39,058	\$40,425	\$41,840	\$43,304	\$44,820	\$46,390	\$48,013	\$49,695
Sr Public Housing Specialist (Hourly)	\$21.46	\$22.21	\$22.99	\$23.79	\$24.63	\$25.49	\$26.38	\$27.31
<u>Principal Public Housing Specialist</u>								
Principal Public Housing Specialist (Salary)	\$43,304	\$44,819	\$46,389	\$48,010	\$49,691	\$51,431	\$53,230	\$55,093
Principal Public Housing Specialist (Hourly)	\$23.79	\$24.63	\$25.49	\$26.38	\$27.30	\$28.26	\$29.25	\$30.27
<u>Account Clerk</u>								
Acct. Clerk (Salary)	\$33,798	\$34,981	\$36,205	\$37,472	\$38,784	\$40,141	\$41,546	\$43,000
Acct. Clerk (Hourly)	\$18.57	\$19.22	\$19.89	\$20.59	\$21.31	\$22.06	\$22.83	\$23.63
<u>Senior Account Clerk</u>								
Senior Account Clerk (Salary)	\$40,541	\$41,960	\$43,428	\$44,948	\$46,521	\$48,150	\$49,835	\$51,582
Senior Account Clerk (Hourly)	\$22.28	\$23.05	\$23.86	\$24.70	\$25.56	\$26.46	\$27.38	\$28.34
<u>Tenant Relations Coord.</u>								
Ten. Rel. Coord. (Salary)	\$38,435	\$39,780	\$41,173	\$42,614	\$44,106	\$45,649	\$47,247	\$48,901
Ten. Rel. Coord. (Hourly)	\$21.12	\$21.86	\$22.62	\$23.41	\$24.23	\$25.08	\$25.96	\$26.87
<u>Administrative Assistant</u>								
Administrative Assistant (Salary)	\$37,891	\$39,217	\$40,590	\$42,010	\$43,481	\$45,003	\$46,578	\$48,208
Administrative Assistant (Hourly)	\$20.82	\$21.55	\$22.30	\$23.08	\$23.89	\$24.73	\$25.59	\$26.49
<u>Information Tech. Specialist</u>								
Info. Tech. Specialist (Salary)	\$45,281	\$46,866	\$48,506	\$50,204	\$51,962	\$53,781	\$55,663	\$57,610
Info. Tech. Specialist (Hourly)	\$24.88	\$25.75	\$26.65	\$27.58	\$28.55	\$29.55	\$30.58	\$31.65

Step System (Maintenance) that will become effective July 1, 2022
Watertown Housing Authority

2022 COLA: Non-Management = 5.00%

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Workers										
Maintenance Workers (Salary)	\$31,543	\$32,651	\$33,792	\$34,973	\$36,197	\$37,463	\$38,775	\$40,132	\$41,536	\$42,990
Maintenance Workers (Hourly)	\$15.16	\$15.70	\$16.25	\$16.81	\$17.40	\$18.01	\$18.64	\$19.29	\$19.97	\$20.67
Facility Maintenance Workers										
Facility Maintenance Worker (Salary)	\$35,885	\$37,140	\$38,438	\$39,783	\$41,178	\$42,621	\$44,113	\$45,653	\$47,251	\$48,904
Facility Maintenance Worker (Hourly)	\$17.25	\$17.86	\$18.48	\$19.13	\$19.80	\$20.49	\$21.21	\$21.95	\$22.72	\$23.51
Maintenance Mechanic										
Maintenance Mechanic (Salary)	\$45,876	\$47,482	\$49,144	\$50,864	\$52,644	\$54,486	\$56,393	\$58,368	\$60,413	\$62,528
Maintenance Mechanic (Hourly)	\$22.06	\$22.83	\$23.63	\$24.45	\$25.31	\$26.20	\$27.11	\$28.06	\$29.04	\$30.06
Crew Chief										
Crew Chief (Salary)	\$42,827	\$44,326	\$45,878	\$47,483	\$49,145	\$50,865	\$52,646	\$54,488	\$56,395	\$58,369
Crew Chief (Hourly)	\$20.59	\$21.31	\$22.06	\$22.83	\$23.63	\$24.45	\$25.31	\$26.20	\$27.11	\$28.06
Stock Attendant										
Stock Attendant (Salary)	\$38,207	\$39,544	\$40,929	\$42,361	\$43,844	\$45,381	\$46,970	\$48,614	\$50,316	\$52,077
Stock Attendant (Hourly)	\$18.37	\$19.01	\$19.68	\$20.37	\$21.08	\$21.82	\$22.58	\$23.37	\$24.19	\$25.04

May 13, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – April 2022

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last April, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$228,247 or 34.08%. In comparison to the budget projection for the month, revenue was up \$143,839 or 19.07%. The year-to-date actual revenue is up \$3,201,105 or 130.72%, while the year-to-date revenue on a budget basis is up \$2,000,986 or 54.84%.

	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 4,063	\$ 265,466	\$ 1,937	\$ 673,456	\$ 671,519	34,661.35%
August	\$ 1,201	\$ 13,330	\$ 1,819	\$ 612,155	\$ 610,336	33,547.48%
September	\$ 46,149	\$ 125,102	\$ 1,164	\$ 307,692	\$ 306,528	26,343.08%
October	\$ 323,260	\$ 222,218	\$ 117,331	\$ 523,734	\$ 406,403	346.37%
November	\$ 572,955	\$ 554,930	\$ 410,218	\$ 731,273	\$ 321,054	78.26%
December	\$ 249,645	\$ 406,126	\$ 366,126	\$ 702,586	\$ 336,460	91.90%
January	\$ 171,405	\$ 416,391	\$ 255,650	\$ 293,374	\$ 37,725	14.76%
February	\$ 311,149	\$ 217,222	\$ 175,736	\$ 246,124	\$ 70,388	40.05%
March	\$ 403,524	\$ 745,936	\$ 449,166	\$ 661,611	\$ 212,445	47.30%
April	\$ 673,362	\$ 752,511	\$ 669,698	\$ 897,945	\$ 228,247	34.08%
May	\$ 809,967	\$ 383,085	\$ 433,690	\$ -	\$ -	
June	<u>\$ 787,591</u>	<u>\$ 53,641</u>	<u>\$ 85,233</u>	<u>\$ -</u>	<u>\$ -</u>	
YTD	<u>\$4,354,270</u>	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$5,649,951</u>	<u>\$ 3,201,105</u>	<u>130.72%</u>

	<u>Original</u> <u>Budget</u> <u>2021-22</u>	<u>Actual</u> <u>2021-22</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 191,447	\$ 673,456	\$ 482,009	251.77%	\$ -
August	\$ 85,215	\$ 612,155	\$ 526,940	618.37%	\$ -
September	\$ 54,997	\$ 307,692	\$ 252,695	459.47%	\$ -
October	\$ 375,485	\$ 523,734	\$ 148,249	39.48%	\$ -
November	\$ 563,785	\$ 731,273	\$ 167,488	29.71%	\$ -
December	\$ 468,661	\$ 702,586	\$ 233,925	49.91%	\$ -
January	\$ 357,777	\$ 293,374	(\$ 64,403)	(18.00%)	\$ -
February	\$ 295,491	\$ 246,124	(\$ 49,367)	(16.71%)	\$ -
March	\$ 502,001	\$ 661,611	\$ 159,610	31.79%	\$ -
April	\$ 754,106	\$ 897,945	\$ 143,839	19.07%	\$ -
May	\$ 633,686	\$ -	\$ -	-	\$ -
June	<u>\$ 341,349</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>
YTD	<u>\$4,624,000</u>	<u>\$5,649,951</u>	<u>\$ 2,000,986</u>	<u>54.84%</u>	<u>\$ -</u>

May 16, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – April 2022

Sales tax revenue was up \$497,528 or 31.75% compared to last April. In comparison to the original budget projection for the month, sales tax was up \$567,102 or 37.88%. The year-to-date actual receipts are up \$2,226,730 or 12.78%, while the year-to-date receipts on a budget basis are up \$3,334,709 or 20.43%.

The State is withholding \$482,925 of County sales tax to fund a fiscally distressed health facilities fund which in turn lowers the City's sales tax revenue by **\$115,900**. The State will intercept a portion of the County's sales tax for the May, August, November and January distributions of \$120,731 each quarter (City share is \$28,975).

From the County's sales tax distribution, the State will also withhold \$314,650 from November's distribution and \$176,027 from May's distribution to cover the State's appropriation of \$490,677 for AIM related payments to Jefferson County towns and villages that was cut from the State's budget. Therefore the, the City is now shorted **\$117,762** annually (\$75,516 in November and \$42,246 in May) to fund these State AIM payments.

	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,606,413	\$ 1,763,856	\$ 1,493,210	\$ 1,948,809	\$ 455,599	30.51%	
August	\$ 1,573,047	\$ 1,763,893	\$ 1,515,827	\$ 1,888,806	\$ 372,979	24.61%	
September	\$ 2,226,468	\$ 2,129,882	\$ 2,783,423	\$ 2,725,797	\$ (57,626)	(2.07%)	13.31%
October	\$ 1,423,970	\$ 1,499,868	\$ 1,488,167	\$ 1,678,723	\$ 190,556	12.80%	
November	\$ 1,466,279	\$ 1,410,364	\$ 1,331,668	\$ 1,643,509	\$ 311,841	23.42%	
December	\$ 1,718,512	\$ 1,868,004	\$ 2,493,688	\$ 2,374,453	\$ (119,235)	(4.78%)	7.21%
January	\$ 1,384,533	\$ 1,436,294	\$ 1,290,702	\$ 1,649,030	\$ 358,329	27.76%	
February	\$ 1,149,846	\$ 1,203,572	\$ 1,181,566	\$ 1,429,187	\$ 247,620	20.96%	
March	\$ 1,420,276	\$ 1,750,746	\$ 2,284,533	\$ 2,253,672	\$ (30,861)	(1.35%)	12.09%
April	\$ 1,410,924	\$ 988,797	\$ 1,566,858	\$ 2,064,386	\$ 497,528	31.75%	
May	\$ 1,501,095	\$ 925,025	\$ 1,626,958	\$ -	\$ -		
June	<u>\$ 1,864,710</u>	<u>\$ 2,258,456</u>	<u>\$ 3,144,514</u>	<u>\$ -</u>	<u>\$ -</u>		- %
YTD	<u>\$ 18,746,071</u>	<u>\$ 18,998,780</u>	<u>\$ 22,201,114</u>	<u>\$ 19,656,372</u>	<u>\$ 2,268,977</u>	<u>12.78%</u>	

	<u>Original Budget 2021-22</u>	<u>Actual 2021-22</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 1,704,738	\$ 1,948,809	\$ 244,071	14.32%	
August	\$ 1,669,330	\$ 1,888,806	\$ 219,476	13.15%	
September	\$ 2,362,746	\$ 2,725,797	\$ 363,051	15.37%	14.41%
October	\$ 1,511,128	\$ 1,678,723	\$ 167,595	11.09%	
November	\$ 1,556,027	\$ 1,643,509	\$ 87,482	5.62%	
December	\$ 1,823,699	\$ 2,374,453	\$ 550,754	30.20%	16.48%
January	\$ 1,469,277	\$ 1,649,030	\$ 179,753	12.23%	
February	\$ 1,220,226	\$ 1,429,187	\$ 208,961	17.12%	
March	\$ 1,507,208	\$ 2,253,672	\$ 746,464	49.53%	27.05%
April	\$ 1,497,284	\$ 2,064,386	\$ 567,102	37.88%	
May	\$ 1,592,974	\$ -	\$ -		
June	<u>\$ 1,980,363</u>	<u>\$ -</u>	<u>\$ -</u>		- %
YTD	<u>\$ 19,895,000</u>	<u>\$ 19,656,372</u>	<u>\$ 3,334,709</u>	<u>20.43%</u>	

Staff Report

June 1, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: NYSDEC Municipal Separate Storm Sewer Systems (MS4) Annual Report

The attached MS4 report has been prepared by City staff in coordination with the Jefferson County Soil and Water Conservation District. The report is available for public review and comment on the City website www.watertown-ny.gov or by contacting the Water Superintendent, Vicky Murphy, at 315-785-7757 or vmurphy@watertown-ny.gov.

MS4 Annual Report Cover Page**MCC form for period ending March 9,**

2022

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4

City of Watertown

SPDES ID

NYR20A565

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☒ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

Kenneth

MI

A

Last Name

Mix

Title

City Manager

Address

245 Washington Street

City

Watertown

State

NY

Zip

1 3 6 0 1 -

eMail

kmix@watertown-ny.gov

Phone

(3 1 5) 7 8 5 - 7 7 3 0

County

Jefferson

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2022

Name of MS4

City of Watertown

SPDES ID

NYR20A565

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

Jefferson County Stormwater

Partner/Coalition Name (con't.)

Coalition

SPDES Partner ID - If applicable

NYR20A565

Address

PO Box 139

City

Watertown

State

NY

Zip

1 3 6 0 1 -

eMail

cwatkins@centralny.twcbc.com

Phone

() -

Legally Binding Agreement in accordance
with GP-0-08-002 Part IV.G.?

☐ Yes ☐ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☒ MM1

See SWMP

☒ MM2

See SWMP

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4

City of Watertown

SPDES ID

NYR20A565

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

Kenneth

MI

A

Last Name

Mix

Title (Clearly print title of individual signing report)

City Manager

Signature



Date

05 / 24 / 2022

The annual report form and any attachments can be sent to the DEC Central Office clicking the Submit Form link below, or by sending it directly to: MS4compliance@dec.ny.gov. All submissions must include the SPDES ID in the title and must be complete before hitting the Submit Form link below:

Submit Form

If unable to submit electronically, hardcopy submissions can be sent to:

Bureau of Water Compliance
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

Water Quality Trends

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s are contributed to this report?

1

- 1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.**

☐ Yes ☒ No

If Yes, choose one of the following

- ☐ Report(s) attached to the annual report
- ☐ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- | | |
|---|--|
| <input checked="" type="radio"/> Construction Sites | <input type="radio"/> Pesticide and Fertilizer Application |
| <input checked="" type="radio"/> General Stormwater Management Information | <input type="radio"/> Pet Waste Management |
| <input type="radio"/> Household Hazardous Waste Disposal | <input type="radio"/> Recycling |
| <input type="radio"/> Illicit Discharge Detection and Elimination | <input type="radio"/> Riparian Corridor Protection/Restoration |
| <input type="radio"/> Infrastructure Maintenance | <input checked="" type="radio"/> Trash Management |
| <input type="radio"/> Smart Growth | <input type="radio"/> Vehicle Washing |
| <input type="radio"/> Storm Drain Marking | <input type="radio"/> Water Conservation |
| <input checked="" type="radio"/> Green Infrastructure/Better Site Design/Low Impact Development | <input type="radio"/> Wetland Protection |
| <input type="radio"/> Other: | <input type="radio"/> None |

○ Other:

[illegible]

Other

2. Specific audiences targeted during this reporting period:

- ☒ Public Employees ☒ Contractors
☒ Residential ☐ Developers
☒ Businesses ☒ General Public
☐ Restaurants ☐ Industries
☒ Other: ☐ Agricultural

● Other:

○ Agricultural

[illegible]

Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

○ Construction Site Operators Trained

Trained

--	--	--	--	--

● Direct Mailings

Mailings

2000		
------	--	--

○ Kiosks or Other Displays

Locations

--	--	--	--	--

○ List-Serves

In List

--	--	--	--	--

○ Mailing List

In List

--	--	--	--	--

○ Newspaper Ads or Articles

Days Run

--	--	--	--	--

● Public Events/Presentations

Attendees

--	--	--	--	--

○ School Program

Attendees

	134		
--	-----	--	--

☐ TV Spot/Program

Days Run

--	--	--	--	--

○ Printed Materials:

Total # Distributed

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Locations (e.g. libraries, town offices, kiosks)

[illegible]

○ Other:

[illegible]

● **Web Page:** Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

3. Web Page con't.: Provide specific web addresses - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Monitor number of hits to website.
Number of poster/fact sheets disseminated.
Number of people trained.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

462 coalition website hits among 432 users, posters planned to be posted at public waterfront parks, regarding common stormwater avenues to waterways from residential yards.

Website activity: Homepage @ 374 visits; Coalition @ 74 visits; Regulations @ 66 visits; Stormwater @ 50 visits; Resources @ 45 visits.

C. How many times was this observation measured or evaluated in this reporting period?

	1		
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Education Committee discussed locations where posters should be displayed and working with municipalities to make it happen. Also discussed other options for fulfilling this minimum control measure.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

- ☒ Cleanup Events

Events

2

- ☐ Comments on SWMP Received

Comments

0

- ☐ Community Hotlines

Phone #

() -

Phone #

(0) 0 -

Phone #

() -

Phone #

(0) 0 -

Phone #

() -

Phone #

(0) 0 -

Phone #

() -

Phone #

(0) 0 -

Phone #

() -

Phone #

(0) 0 -

Phone #

() -

- ☐ Community Meetings

Attendees

- ☒ Plantings

Sq. Ft.

1998

- ☐ Storm Drain Markings

Drains

0

- ☐ Stakeholder Meetings

Attendees

0

- ☐ Volunteer Monitoring

Events

- ☐ Other:

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided?

☒ Yes ☐ No

- ☐ List-Serve

In List

- ☐ Newspaper Advertising

Days Run

- ☐ TV/Radio Notices

Days Run

- ☒ Other: City Council Meeting

- ☒ Web Page URL: Enter URL(s) on the following two pages.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	City of Watertown
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SPDES ID

NYR20A565				
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2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition City of Watertown

SPDES ID

NYR20A565

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

☒ MS4/Coalition Office

☒ Annual Report ☒ SWMP Plan ☒ Comments

Department

City of Watertown

Address

245 Washington Street

City

Watertown

NY

Zip

1 3 6 0 1 -

Phone

(3 1 5) 7 8 5 - 7 7 3 0

☐ Library

☐ Annual Report ☐ SWMP Plan ☐ Comments

Address

City

Zip

Phone

(0) 0 -

☐ Other

☐ Annual Report ☐ SWMP Plan ☐ Comments

Address

City

Zip

Phone

(0) 0 -

☐ Web Page URL:

☐ Annual Report ☐ SWMP Plan ☐ Comments

Please provide specific address of page where report can be accessed - not home page.

☐ eMail

☐ Comments

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition City of Watertown

SPDES ID
NYR20A565

4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

05 / 31 / 2022

4.b. For how many days was/will this report be posted?

365

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

☒ Yes ☐ No

If Yes, what was the date of the meeting?

05 / 31 / 2022

If No, is one planned?

☐ Yes ☐ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

☒ Yes ☐ No

If No, is one planned for each?

☐ Yes ☐ No

6. Were comments received during this reporting period?

☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	2		
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NY	R	2	0	A	5	6	5				
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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Public participation of the SWMP via cleanup events, comments on SWMP, community meetings, plantings, storm drain markings, and stakeholder meetings

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Held two cleanup events. Planted 1998 square feet of native plants. 10 attendees at stakeholder meetings.

C. How many times was this observation measured or evaluated in this reporting period?

	1		
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Hold cleanup events, native plantings, receive comments on SWMP, stakeholder meetings, and community meetings.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

20	22		
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

1		
---	--	--

1. Enter the number and approx. percent of outfalls mapped:

105			
-----	--	--	--

#

100		
-----	--	--

 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

17		
----	--	--

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

☐ Auto Recyclers

☐ Landscaping (Irrigation)

☐ Building Maintenance

☐ Marinas

☐ Churches

☐ Metal Plateing Operations

☐ Commercial Carwashes

☒ Outdoor Fluid Storage

☐ Commercial Laundry/Dry Cleaners

☐ Parking Lot Maintenance

☐ Construction Vehicle Washouts

☐ Printing

☐ Cross-Connections

☐ Residential Carwashing

☐ Distribution Centers

☐ Restaurants

☐ Food Processing Facilities

☐ Schools and Universities

☐ Garbage Truck Washouts

☐ Septic Maintenance

☐ Hospitals

☐ Swimming Pools

☐ Improper RV Waste Disposal

☒ Vehicle Fueling

☒ Industrial Process Water

☒ Vehicle Maint./Repair Shops

☒ Other:

☐ None

Paper Manufacturing

☐ Sewersheds:

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

3.b. What types of illicit discharges have been found during this reporting period?

- ☒ Broken Lines From Sanitary Sewer
 - ☐ Cross Connections
 - ☐ Failing Septic Systems
 - ☐ Floor Drains Connected To Storm Sewers
 - ☐ Illegal Dumping
 - ☐ Other:
 - ☐ Industrial Connections
 - ☐ Inflow/Infiltration
 - ☒ Pump Station Failure
 - ☒ Sanitary Sewer Overflows
 - ☐ Straight Pipe Sewer Discharges
 - ☐ None

[illegible]

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

	0	
--	---	--

5. How many illicit discharges have been confirmed during this reporting period?

	0	
--	---	--

6. How many illicit discharges/illegal connections have been eliminated during this reporting period? 0

	0	
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7. Has the storm sewershed mapping been completed in this reporting period?

- ☒ Yes ☐ No

If No, approximately what percent was completed in this reporting period?

100		%
-----	--	---

8. Is the above information available in GIS?

- ☒ Yes ☐ No

Is this information available on the web?

- ☒ Yes ☐ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

[illegible][illegible][illegible]

URL

[illegible][illegible][illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ☒ Yes ☐ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ☒ Yes ☐ No ☐ NT

11. What percent of staff in relevant positions and departments has received IDDE training?

100		%
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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown																			
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SPDES ID

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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Map 100% of outfalls Map 100% of sewersheds Map 100% of storm sewer system Inventory 100% of outfalls Inspect 20% of outfalls adoption and enforcement of local IDDE law or ordinance
--

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

100% of outfalls mapped 100% of sewersheds mapped 100% of storm sewer system mapped 17 outfalls inspected for dry weather discharge Two generating sites inspected twelve times each
--

C. How many times was this observation measured or evaluated in this reporting period?

	1		
--	---	--	--

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Screen 20% outfalls for dry weather discharges Conduct two industry inspections for IDDE Attend IDDE training as necessary
--

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown																			
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SPDES ID

NYR20A565																			
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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ☒ Yes ☐ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? ☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☐ 09/2004 ☐ 03/2006 ☒ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ☒ Yes ☐ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

3

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ☒ Yes ☐ No ☐ NT

If Yes, how many public comments were received during this reporting period?

0

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ☒ Yes ☐ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

<input type="radio"/> Notices of Violation	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Stop Work Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Criminal Actions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Termination of Contracts	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Administrative Fines	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Civil Penalties	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Administrative Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input checked="" type="radio"/> No Authority
<input type="radio"/> Enforcement Actions or Sanctions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						
<input type="radio"/> Other	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						<input type="radio"/> No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown																			
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SPDES ID

NYR20A565							
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1		
---	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

3		
---	--	--

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

2		
---	--	--

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

100		
-----	--	--

 %

4. What percent of active construction sites were inspected more than once? ☐ NT

100		
-----	--	--

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?

☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?

☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?

☐ Yes ☒ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	2		
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown																			
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SPDES ID

NYR20A565					
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Inspect 100% of construction sites Review 100% of new of SWPPP's Recieve and reply on 100% of public comments

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Local law adopted in 2017 100% of construction sites inspected 100% of construction sites inspected more than once
--

C. How many times was this observation measured or evaluated in this reporting period?

	1		
--	---	--	--

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Enforcement of local laws Inspection of 100% construction sites Review of SWPPP's received Review of public comments on SWPPP's
--

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

02

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

100 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

20	22		
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Enforcement of local law, inventory 100% of post-construction stormwater management practices, inspect 100% of post-construction stormwater management practices, maintain 100% of post-construction stormwater management practices, 100% of municipal staff trained on LID, BSD, and other green principles.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Five alternative stormwater management practices inspected and maintained.
Two new stormwater management practices implemented.

C. How many times was this observation measured or evaluated in this reporting period?

	1		
--	---	--	--

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Enforcement of local law, inspections of post-construction management practices, inventory of post-construction management practices, maintenance of post-construction management practices, attendance of training, use of non-structural practices for LID, BSD, and Green Infrastructure principles.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

Self-Assessment
Operation/Activity/Facility
performed within the past 3

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>years?</u>	
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Bridge Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Solid Waste Management.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Parks and Open Space.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Municipal Building.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Other.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No

MS4 Annual Report Form**This report is being submitted for the reporting period ending March 9,**

2	0	2	2		
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Name of MS4/Coalition

City of Watertown

SPDES ID

NYR20A565

2. Provide the following information about municipal operations good housekeeping programs:

- ☒ Parking Lots Swept (Number of acres X Number of times swept) # Acres

2	5		
---	---	--	--
- ☒ Streets Swept (Number of miles X Number of times swept) # Miles

9	5	9		
---	---	---	--	--
- ☒ Catch Basins Inspected and Cleaned Where Necessary #

3	7	8		
---	---	---	--	--
- ☐ Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

--	--	--	--	--
- ☒ Phosphorus Applied In Chemical Fertilizer # Lbs.

5	4		
---	---	--	--
- ☒ Nitrogen Applied In Chemical Fertilizer # Lbs.

4	4	2	0		
---	---	---	---	--	--
- ☐ Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

0					.	
---	--	--	--	--	---	--

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

	1		
--	---	--	--

4. What was the date of the last training?

1	1	/	2	9	/	2	0	2	1
---	---	---	---	---	---	---	---	---	---

5. How many municipal employees have been trained in this reporting period?

1	
---	--

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

1	0	0		%
---	---	---	--	---

MS4 Annual Report Form

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2	0	2	2		
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NYR20A565					
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Sweep 100% of parking lots.
Sweep 100% of streets.
Inspect/clean 20% of catch basins
Train 100% of employees involved in stormwater management

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Swept 25 acres of parking lots (total of 16.5 acres of parking lot)
Swept 959 miles of roads (total of 109 miles of road in the City)
Cleaned/inspected 378 catch basins (total of 1294 CB's in the City)
Trained one new employee in stormwater management

C. How many times was this observation measured or evaluated in this reporting period?

	1		
--	---	--	--

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Sweep 100% of parking lots
Sweep 100% of streets
Clean/inspect 20% of catch basins
Train new employees in stormwater management

MS4 Annual Report Form

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NYR20A565

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

1

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
L1 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?

☐ Yes ☒ No ☐ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?

☒ Yes ☐ No ☐ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

 %

Estimate what percentage was mapped in this reporting period.

 %

MS4 Annual Report Form

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2	0	2	2
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City of Watertown

SPDES ID

NYR20A565				
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

1	0	0
---	---	---

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☒ Yes ☐ No ☐ N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☐ Yes ☒ No ☐ N/A

7b. How many projects have been sited in this reporting period?

	2	
--	---	--

7c. What percent of the projects included in 7b have been completed in this reporting period?

	2	
--	---	--

 %

7d. What percent of projects planned in previous years have been completed?

1	0	0
---	---	---

 %

☐ No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☒ Yes ☐ No ☐ N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

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NYR20A565

9. Has your MS4/Coalition developed and implemented a program of native planting?

☒ Yes ☐ No ☐ N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

☒ Yes ☐ No ☐ N/A

11. Does your MS4/Coalition have a pet waste bag program?

☒ Yes ☐ No ☐ N/A

12. Does your MS4/Coalition have a program to manage goose populations?

☐ Yes ☐ No ☒ N/A