## CITY OF WATERTOWN, NEW YORK AGENDA

Monday, October 17, 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, October 17, 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** 

#### **PRESENTATION**

Flynn Pool Updated Study
Patrick Currier, P.A. C&S Comm

- Patrick Currier, RA, C&S Companies

#### PRIVILEGE OF THE FLOOR

## RESOLUTIONS

Resolution No. 1 -	Authorizing Professional Engineering Services with GHD for the Development of a Storm Water Master Plan
Resolution No. 2 -	Approving Agreement Between City of Watertown and the Town of Watertown as Administrators of Watertown Water Districts Nos. 1, 3, 4, 5 and 6
Resolution No. 3 -	Directing Staff to Conduct a Request for Proposal Process for Grant Writing Services
Resolution No. 4 -	Approving a Change Order to the Contract with Barton & Loguidice, D.P.C. For the Downtown Revitalization Initiative Streetscape Design Project

Resolution No. 5 - Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts

Resolution No. 6 - Approving an Amendment to the Subrecipient Agreement with Neighbors of Watertown, Inc. for the 2018

Community Development Block Grant Rental Rehabilitation Program

#### **ORDINANCES**

LOCAL LAW

**PUBLIC HEARING** 

#### **OLD BUSINESS**

#### STAFF REPORTS

- 1. Facility Assessment and Feasibility Study Flynn Pool
- 2. Report on Boards and Commissions
- 3. Request to Change the Traffic Pattern for a Portion of Winthrop Street

#### **NEW BUSINESS**

#### **EXECUTIVE SESSION**

- 1. To discuss Proposed, Pending, or Current Litigation
- 2. To discuss the Employment History of a Particular Individual

#### WORK SESSION

Next Work Session is scheduled for Monday, November 14, 2022, at 7:00 p.m.

#### **ADJOURNMENT**

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 7, 2022

#### October 5, 2022

To:

The Honorable Mayor and City Council

From:

Kenneth A. Mix, City Manager

Subject:

Authorizing Professional Engineering Services with GHD for the Development of

a Storm Water Master Plan

The City-Wide Storm Sewer Master Plan will be used to provide recommendations for addressing the stormwater impacts associated with planned site developments, roadway reconstruction projects, and planning for future infrastructure work throughout the City. The last comprehensive storm sewer plan was done in 1986 by GHD and needs to be updated and integrated into a computer model. Since that time there have been several sanitary-storm sewer separation projects undertaken. The new plan will include the data collection of existing assets and creation of a dynamic model of the system to determine system capacity and the impacts of planned capital projects. The goal of this project will be to update the City-wide Stormwater System Master Plan, with the current focus on the following three (3) drainage basins:

- Western Outfall Trunk Sewer (WOTS) Drainage Basin
- Massey Street/Flower Avenue Drainage Basin
- Beaver Meadows Drainage Basin

GHD has submitted a proposal to prepare a new Storm Water Master Plan in the amount of \$201,600. \$250,000 has been allocated from American Rescue Plan Act funds in the FY 2022-23 Capital Budget for the project.

Resolution is attached for City Council consideration, authorizing the City to hire GHD

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Authorizing Professional Engineering Services With GHD for the Development of a Storm Water Master Plan 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 ......

Introduced by	

WHEREAS the City desires to create a city-wide Storm Sewer Master Plan to use as a planning tool for future development, and

WHEREAS the last comprehensive plan was done in 1986, and

WHEREAS several sanitary-storm separation projects have been undertaken since 1986, and

WHEREAS the new Plan will include data collection of existing assets and the creation of a computer model of the system to determine capacity and impacts of planned capital projects, and

WHEREAS GHD, Consulting Services, Inc. has submitted a proposal in the amount of \$201,600 for professional engineering services to prepare and update a new Storm Water Master Plan, and

WHEREAS the City Council of the City of Watertown included \$250,000 in the FY 2022-23 Adopted Capital Budget for the Storm Water Master Plan,

NOW THERFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement in the amount of \$201,600, between the City of Watertown and GHD, Consulting Services, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by	,			



## AGREEMENT BETWEEN

## **CITY OF WATERTOWN**

(OWNER)

AND

## GHD CONSULTING SERVICES INC.

(ENGINEER)

FOR

**SERVICES** 

**FOR** 

## STORMWATER DRAINAGE SYSTEM MASTER PLAN UPDATES

(PROJECT)

12582590

October 2022



#### General Details:

Droingt Name	
Project Name	Stormwater Drainage System Master Plan Updates
The Project is	Prepare updated Stormwater Master Plan and develop City-wide Hydraulic Model for Stormwater Drainage System
"OWNER" and the "Client" means	City of Watertown 245 Washington Street, Suite 302 Watertown, NY 13601
OWNER's Designated Representative(s) is	Michael Delaney, PE, City Engineer Tel: (315) 785-7740 Email: mdelaney@watertown-ny.gov
OWNER's Authorized Signer is	Kenneth Mix, City Manager Tel: 315.785.7730 Email: kmix@watertown-ny.gov
"GHD" means	GHD Consulting Services Inc. 5788 Widewaters Parkway Syracuse, NY 13214
GHD's Designated Representative is	Jon Putnam, PE, BCEE, Senior Project Manager Tel: 315.802.0324 Email: jon.putnam@ghd.com
GHD's Authorized Signer is	Kevin Castro, PE, BCEE, President Tel: 315.802.0274 Email: kevin.castro@ghd.com

#### Services:

As further defined in Exhibit A.

#### Fees:

\$ 201,600, as further defined in Exhibit A.

#### Period of Service:

Effective Date of this Agreement: October \_\_\_, 2022 As further defined in Exhibit A.

#### Additional Exhibits:

Exhibit A - Scope of Services

Exhibit B - Figure 1 Stormwater Drainage System Master Plan Updates/Model- Study Basins

Exhibit C - Figures 2-7 Stormwater Drainage System Maps - Survey Areas



Duly authorized representatives to execute this Agreement:

On Behalf of GHD:  (Signature)	Kevin Castro, PE, BCEE (Print name)	President (Title)	10/05/2022 (Date)
On Behalf of OWNER:			
(Signature)	Kenneth Mix (Print name)	City Manager (Title)	(Date)
Additional Signatures, if required:			
(Signature)	(Print name)	(Title)	(Date)
(Signature)	(Print name)	(Title)	(Date)



#### GHD - USA

## Services Agreement

#### Services

- The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
- Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
- 3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.
- 4. Discovery of Hazardous Materials. OWNER warrants that it has made and will continue to make full and accurate written disclosure to GHD as to any hazardous or toxic materials, pollutants, or contaminants which OWNER knows or has reason to believe exist at the site(s). Discovery of any hazardous or toxic materials, pollutants, or contaminants on or in the site which are not described in written job specifications delivered to GHD prior to GHD'S commitment to perform the work, will constitute a materially different site condition entitling GHD to an equitable adjustment in the contract price or time for performance, or both, as appropriate, or in the alternative, GHD shall, at its sole discretion, have the right to immediately terminate its performance of this Agreement.

#### Information and Documents

- OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - Provide all criteria and full Information as to OWNER's requirements for the Project;
  - Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
  - Arrange for site and property access as required for GHD to perform the services;
  - Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

#### Payment

Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits. Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- i. The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
- Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate:
- Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
- OWNER fails to pay an amount due under the Agreement; or
- OWNER ends the Agreement before GHD has completed the services.
- GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. If OWNER fails to make any payment due GHD for Services within 30 days after receipt of GHD's invoice, then:
  - (a) Interest a 1% per month will be charged on all past due amounts; and
  - (b) GHD may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until OWNER has paid in full all amounts due for Services, and other related charges. OWNER waives any and all claims against GHD for any such suspension.

When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

#### Insurance

- GHD shall maintain continuously during the life of this Agreement the following insurance requirements:
  - Workers' Compensation Insurance with statutory limits and Employer's Liability of \$1,000,000 per occurrence;
  - Commercial General Liability Insurance, comprehensive form, with combined single limits of \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;
  - Automobile Liability Insurance covering all owned, nonowned, or hired vehicles used by GHD with limits of \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;



#### GHD - USA

## Services Agreement

- Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
- The policies under 8(b) and 8(c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER or self-insurance maintained by OWNER.
- GHD will provide OWNER with satisfactory evidence of the above insurances upon request.

#### **Total Liability for Damages**

- 11. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 11(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 8 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
  - With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is greater.
  - Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

#### Intellectual Property

12. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD OWNER shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

#### Confidentiality, documents and information

13. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently

from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

#### Termination

- 14. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
  - This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

#### Indemnification

- 15. Subject to the provisions of section 11 of this Agreement, to the maximum extent permitted by law, each party shall indemnify and hold harmless (but shall have no duty to defend) the other party, its appointed and elected officials, partners, officers, directors, employees, and agents, from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of an indemnifying party's relative degree of fault when considered together with the fault of all parties, including indemnified parties and any parties immune from suit.
- 16. In furtherance of these obligations, and only with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

#### Dispute Resolution

17. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations. unless otherwise agreed in writing. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. The parties shall have forty-five (45) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding



opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

#### Independent Contractor

18. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

#### Assignment

 This Agreement may not be assigned by either party-with the prior written consent of the other party.

#### Health and Safety

 GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

#### Compliance with Laws, Permits and Licenses

21. This Agreement shall be governed by the law of the state where the majority of GHD's work for OWNER will be undertaken. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

#### Severability

22. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

#### No Third-Party Beneficiaries

23. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

#### Notification Period

24. Any applicable Statute of Limitation shall be deemed to commence running on the date-which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from

the date of GHD's final invoice for Services under this Agreement.



#### **Complete Agreement**

- 25. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.
- 26. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.
- This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

#### Definitions

- 28. Unless the context otherwise requires, in the Agreement:
  - "Additional Insured" means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.
  - "Agreement" means the agreement executed by the parties in connection with the services, including these terms and exhibits.
  - "Designated Representative" means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
  - "Document" or "Documents" includes a written or electronic document.
  - "Fees" means the amount set out in the agreement details including disbursements.
  - "Information" includes documents and information provided pertinent to the project.
  - "Liability" or "Liabilities" means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).
  - "Project" means the project(s) that the services relate to.
  - "Services" means the services set out in the agreement details (or otherwise the services GHD undertakes).
  - "OWNER" means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).



#### SCOPE OF SERVICES

#### Background

The City of Watertown (City) requires professional engineering services to prepare an updated Stormwater System Master Plan for the City's stormwater drainage system. The original sewer system master plan prepared by GHD (f/k/a Stearns & Wheler) was submitted in 1986. GHD also prepared updates to the 1986 plan in 2006 and 2009, in addition to assisting the City with the development of the City's Long-Term Control Plan, prepared by City staff in 2008. Several recommended improvements were included with these plans, and the City had made various improvements resulting in decreased frequency of flooding and surcharge events in the sewer system.

The City has decided to have updates made to the Stormwater System Master Plan to reflect the past improvements that have been made since 1986, as well as provide recommendations for addressing the stormwater impacts associated with planned site developments, roadway reconstruction projects, and future sewer separation projects. The ultimate goal of this project will be to update the City-wide Stormwater System Master Plan, with the primary focus the following three (3) drainage basins:

- Western Outfall Trunk Sewer (WOTS) Drainage Basin
- Massey Street/Flower Avenue Drainage Basin
- Beaver Meadows Drainage Basin

See Figure 1 in Exhibit B for map that includes depiction of each drainage basin. These drainage basins are also referred to as 'study' basins in this agreement.

#### Task 1 - Data Collection, Review, and Mapping Updates

- Conduct kick-off meeting with Owner's project team to discuss overall project objectives/goals, current drainage/flooding issues, improvements made to system since the last master plan, areas of concern, known future developments, and overall project critical success factors.
- Obtain and review drainage basin record plans and mapping depicting past sewer system improvements, separation projects, and extensions made to these systems (since 1986 GHD Report), as provided by the Owner.
- Download and review current data files from Owner's GIS database, for the combined sewer system and stormwater drainage system, including any pertinent GIS data such as streets, aerial imagery, utility easements, topography, land cover types, and parcel lines; all to further develop and update combined sewer system model and to create the new stormwater drainage system model.

#### Task 2 - Stormwater Drainage System Manhole Survey

- 1. GHD to provide pipe invert elevation information within the (3) drainage basins, at each junction manhole, drainage inlet, outfall structure, or pipe end section, as necessary, for hydraulic model development. GHD to provide Owner with this information via GIS digital data, in same datum as City's topographical GIS data.
- 2. Data collection on approximately four hundred (400) stormwater drainage system manholes/structures, and outfall rim/invert elevations, in NAVD88 (feet) vertical datum. See attached Figures 2-7 in Exhibit C.



- Horizontal coordinates shall be in New York State Plan NAD83 coordinate system (feet) for each manhole/structure.
- 4. Access and open manholes/structures to collect rim/invert data.
- 5. Survey field crew to open approximately four hundred (400) manholes to determine the following attributes:
  - a. Manhole/structure sump invert
  - b. Inlet pipe sizes and inverts
  - c. Additional inlet pipe sizes and inverts
  - d. Outlet pipe size and invert
  - e. Invert elevation and pipe size for outfall structures
- 6. Office time to convert point data files and input into City's ARCGIS database. Access to City's GIS dataset will be provided to GHD by the City of Watertown.
- 7. Provide GIS shapefiles with updated manhole, pipe, and outfall attributes.

#### Task 2 Deliverables - GHD to provide the following:

- Conversion of survey point data files and input into the City's ARCGIS database. City of Watertown to provide GHD access to City's GIS dataset.
- Provide GIS shapefiles with updated manhole, pipe, and outfall attributes.
- Update City's GIS database with manhole/outfall rim elevations, pipe inverts and sizes.

#### Task 2 Assumptions

- NYS CORS Network GPS tolerances are acceptable for rim elevations.
- No Boundary survey, no topographic survey required.
- No snow cover survey conditions.
- City of Watertown will confirm stormwater drainage manholes are accessible prior to the commencement of the field survey.
- City of Watertown will provide traffic control required within NYSDOT or City of Watertown street right-ofways and in any areas that are deemed unsafe. It is further assumed that GHD will not be responsible for any associated fees for traffic control.
- GHD and its subconsultants will not enter any manholes for invert measurements. All measurements will be
  performed from the existing ground and are subject to minimal error due to the inability to accurately
  measure inverts from the ground surface.

#### <u>Task 3 – Hydraulic Model Conversion and Development of Stormwater Drainage System Model</u>

 Convert the existing Western Outfall Trunk Sewer (WOTS) basin combined sewer system HYDRA® hydraulic model into a new hydraulic model software utilizing the existing HYDRA model data assets and files. Model conversion components will include pipe networks, drainage junctions and nodes, hydrographs, and



calibration parameters of the combined sewer model. Update combined sewer piping network model based on current geo-referenced data from Owner's GIS geo-spatial database files, and available record information, as provided by Owner.

- Engineer will convert the existing HYDRA model files to EPA-SWMM model through Owner's HYDRA
  software program and computer workstation, as the first step of the model conversion process. Second step
  of model conversion, from EPA-SWMM to new hydraulic model software, will be performed within Engineer's
  office.
- Run new combined sewer hydraulic model, compare model outputs, and adjust model parameters to be comparable to previous HYDRA model outputs. Parameters will be adjusted until results produce comparative simulations (results converge).
- 4. Import stormwater drainage system GIS data files provided by Owner to develop conceptualized hydraulic model for entire City-wide stormwater drainage system.
- 5. Develop the City-wide stormwater drainage system conceptualized (base) model from GIS data files provided by Owner. Base model will include physical attributes such as skeletonized pipe network (length, size, and pipe type), junction manholes, outfall locations, topography, land use types, catchment areas of drainage basins, soil types, run-off coefficients, time-of-concentration, and estimated infiltration rates of impervious surfaces within catchment areas. Development of these physical attributes (schematization) within the model are required to assure model will run and simulate.
- 6. Delineate drainage basins for each catchment area within the new model based on City GIS topography, contour data, and current land cover and use.
- 7. Develop theoretical storm frequency return period and model scenarios for 2, 5, 10, and 25-year (max.) storm events, based on available NOAA site rainfall data available nearest to study area. Calibration and validation of base model will be performed under a separate project(s), upon collection of stormwater flow data and storm sewer invert data.

## Task 4 - Hydraulic Model/Drainage Analysis (for study basins)

- Stormwater drainage system base model will be developed to estimate the current stormwater runoff volumes captured and discharged to the various stormwater outfalls/receiving waters, and based on theoretical storm events derived from most recent NOAA site rainfall data available, nearest to the study area. Baseline hydrologic and hydraulic model will be used as platform to evaluate the City's main stormwater drainage collection and conveyance system components, and tributary areas within the study area. The basis of the model will be characterized on the HYDRA combined sewer model, and physical characteristics derived from City's stormwater drainage system GIS data.
- 2. For each study basin, characterize and estimate current capacity of the Owner's existing stormwater drainage system. Identify any system hydraulic deficiencies through dynamic analysis for extended period simulations. Model scenarios for the stormwater drainage system will based on a 25-year storm event. Hydraulic model calibration would be performed under a separate project and based on the actual stormwater drainage system flow monitoring data collected under that project.



- 3. Estimate the quantity (flow rate and volume) of stormwater known to directly discharge and conveyed to the WOTS combined sewer, and received at the City's Water Pollution Control Plant, including the volume of stormwater being discharged directly to various receiving waters through stormwater drainage outfalls.
- 4. Estimate reserve capacity volumes within the existing stormwater drainage system and WOTS (trunk line) based on model results.
- Estimate the current capacity and potential impact of planned WOTS combined sewer separation projects, based on study basin model results and recommendations contained in 2021 GHD WOTS Inflow Assessment Report.

#### Task 5 - Engineering Report

- Summarize hydraulic model results in narrative, tabular, and graphical format and prepare map depicting deficiencies noted within the existing stormwater drainage system, and within the WOTS (main trunk line), based on model results. Prepare map, table, and schedule for recommended improvements to the stormwater drainage system and WOTS, to include schematic (GIS) location, length, size, extensions, or necessary paralleling of existing pipelines. Identify any proposed new interconnections or outfall locations for stormwater drainage system.
- 2. Provide recommendations for alternative stormwater treatment strategies, best management practices, and green infrastructure technologies, to help reduce the impact of stormwater pollution on receiving waters.
- 3. Identify potential regulatory compliance issues with the discharge of stormwater into streams, tributaries, and wetland areas, and identify permitting requirements based on recommended improvements.
- 4. Provide opinion of probable project cost for the recommended improvements to the stormwater system and WOTS (trunk line).
- Submit draft Engineering Report to the Owner for review, and meet with Owner to present findings and discuss report.
- 6. Final report based on Owner's review comments and review meeting discussion.
- 7. Two (2) hard copies of the report will be provided, including digital copy.

#### Materials to be provided by Owner

As-Builts, Record Drawings, and GIS Database/File access.



#### PERIOD OF SERVICE

The above engineering services will follow the target completion dates below.

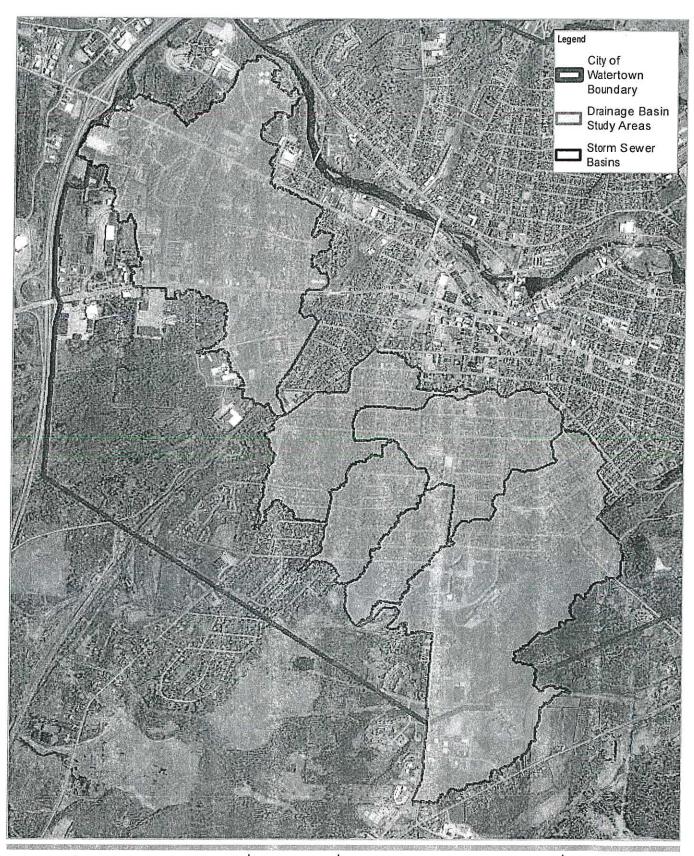
Scope/Task	Target Completion Date
Commencement Date	Upon written authorization (based on October 18, 2022)
Kick-off Meeting	October 27, 2022
Data Collection/Analysis	November 21, 2022
Survey Stormwater Manhole Rims/Inverts	December 31, 2022
Hydraulic Model Conversion and Development	January 23, 2023
Hydraulic Model/Drainage Analysis	February 20, 2023
Engineering Report	March 27, 2023
Submit Final Report to Owner	April 24, 2023

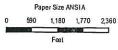
#### **PAYMENTS TO ENGINEER**

The above scope of services will be completed on a Task basis for a total lump sum fee of \$201,600 and is based on the following breakdown of tasks.

Task No./Scope Item	Fee
Task 1: Data Collection, Review, and Mapping Updates	\$11,800
Task 2: Stormwater Manhole Rim/Invert Survey	\$78, 800
Task 3: Hydraulic Model Conversion and Development	\$40,200
Task 4: Hydraulic Model/Drainage Analysis (Study Basins)	\$28,200
Task 5: Engineering Report	\$42,600







Map Projection: Transverse Mercator Horizontal Datum: North American 1983 Grid: NAD 1983 StatePlane New York Central FIPS 3102 Feet

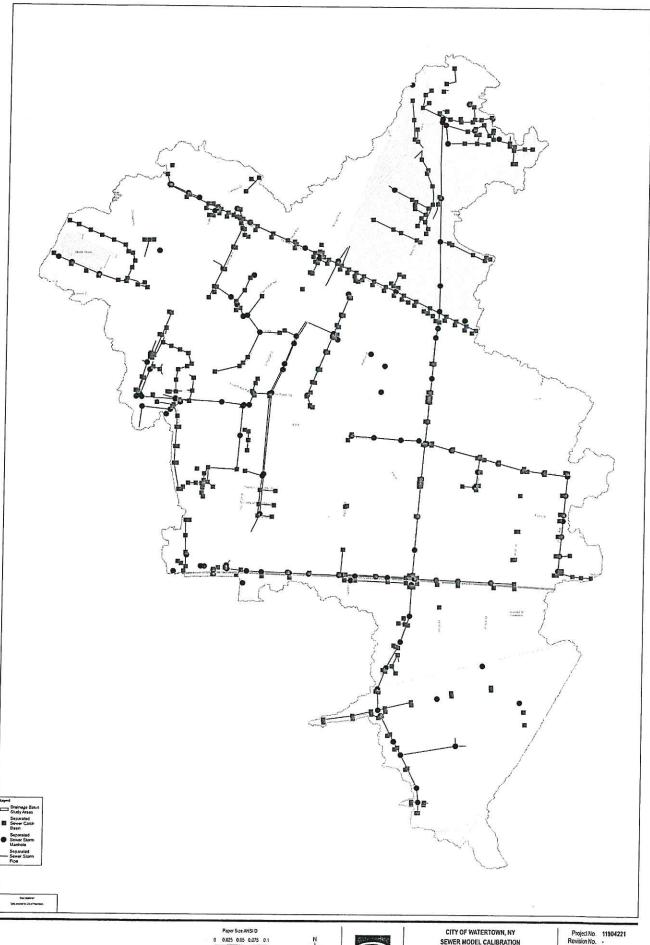


City of Watertown New York Stormwater Drainage System Master Plan Updates/Model- Study Basins

Projed No. -Revision No. -Date 4/5/2022

FIGURE 1

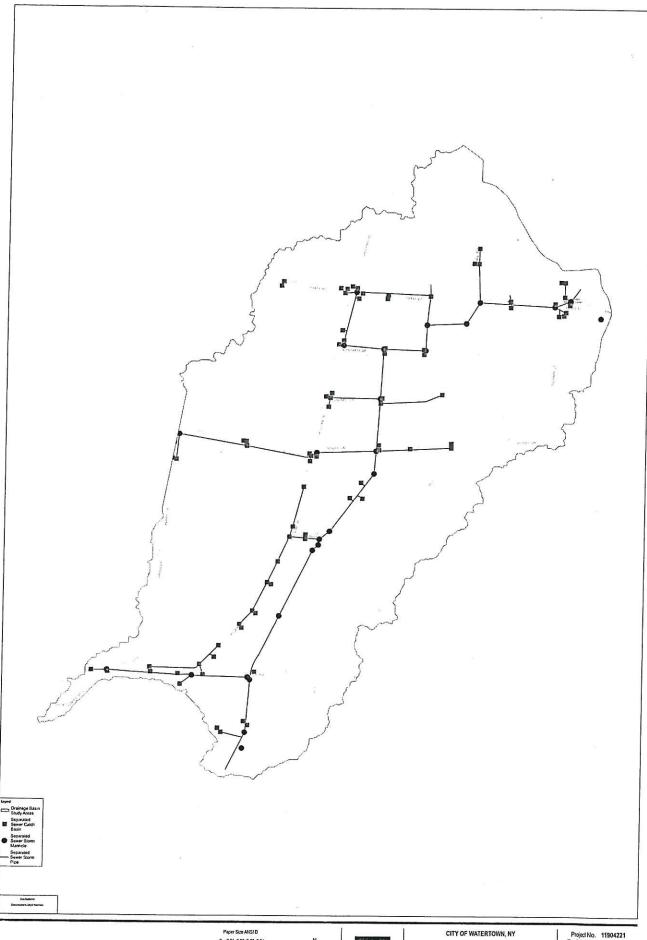




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CITY OF WATERTOWN, NY SEWER MODEL CALIBRATION SEWER DATA COLLECTION EFFORT SEWER MAP

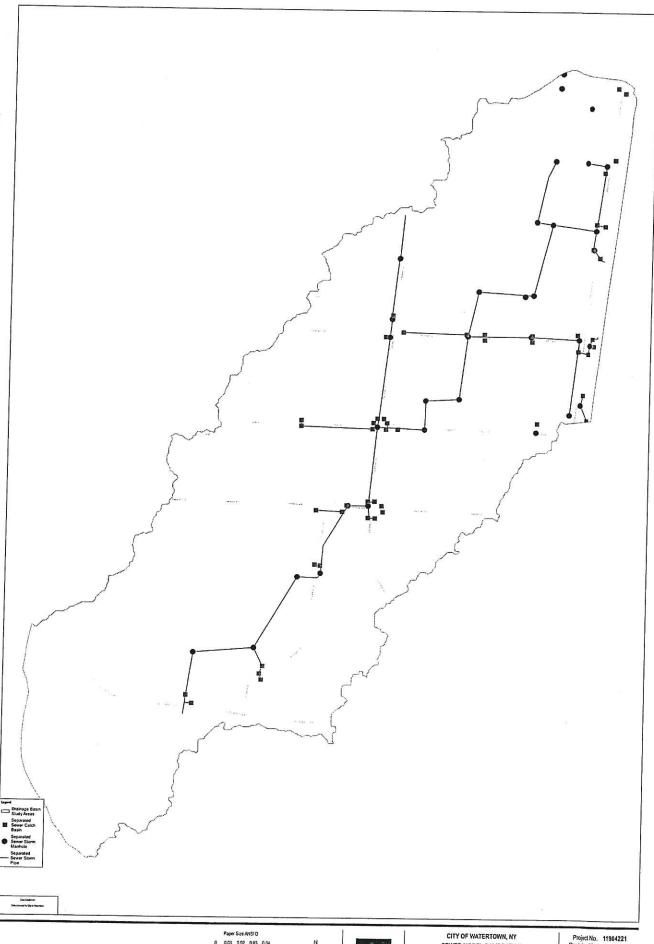


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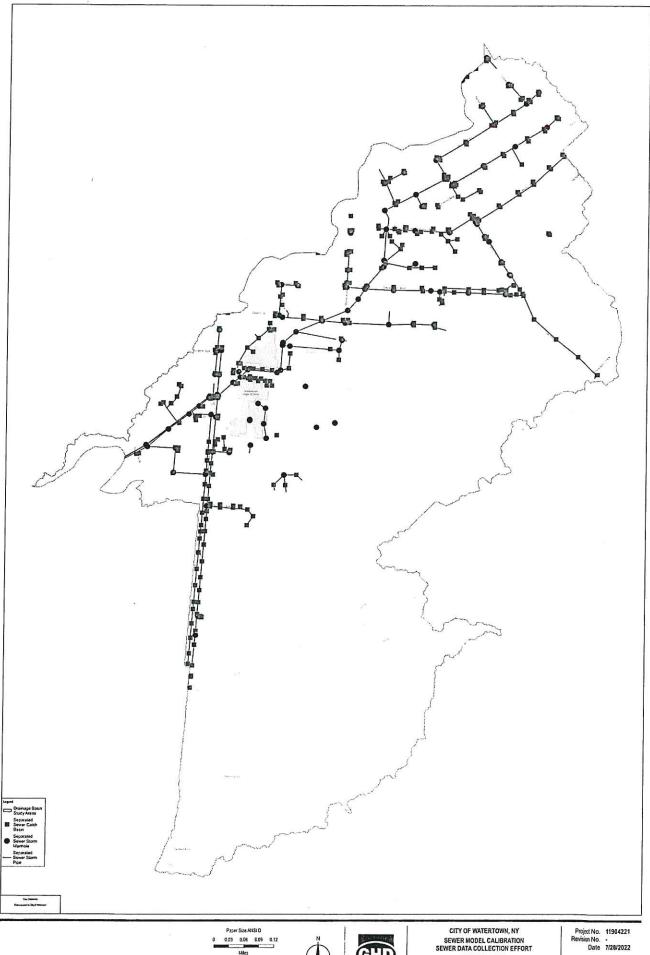
CITY OF WATERTOWN, NY SEWER MODEL CALIBRATION SEWER DATA COLLECTION EFFORT SEWER MAP



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CITY OF WATERTOWN, NY SEWER MODEL CALIBRATION SEWER DATA COLLECTION EFFORT SEWER MAP

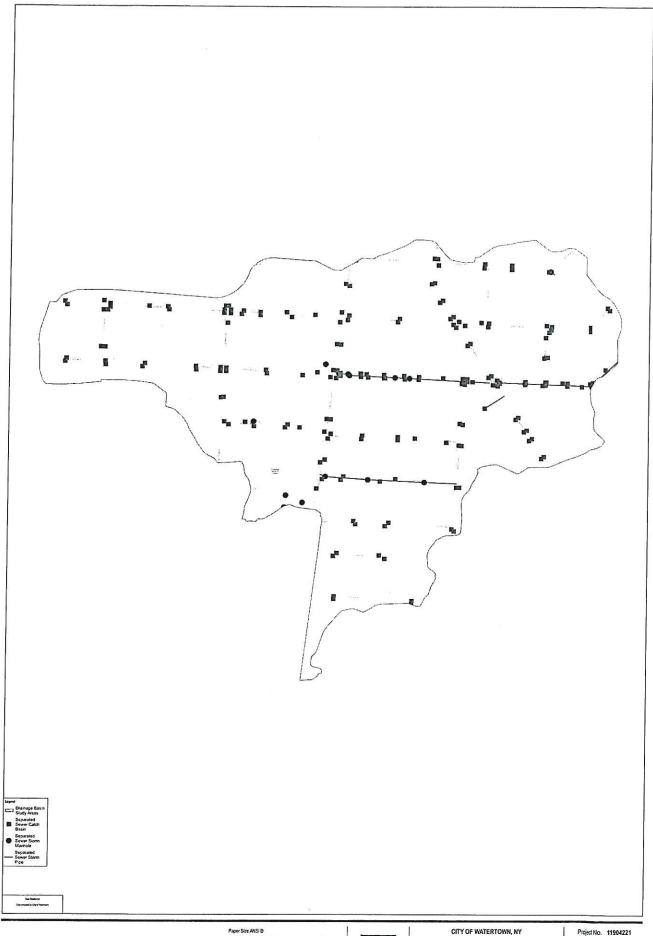


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CITY OF WATERTOWN, NY SEWER MODEL CALIBRATION SEWER DATA COLLECTION EFFORT SEWER MAP

FIGURE 5

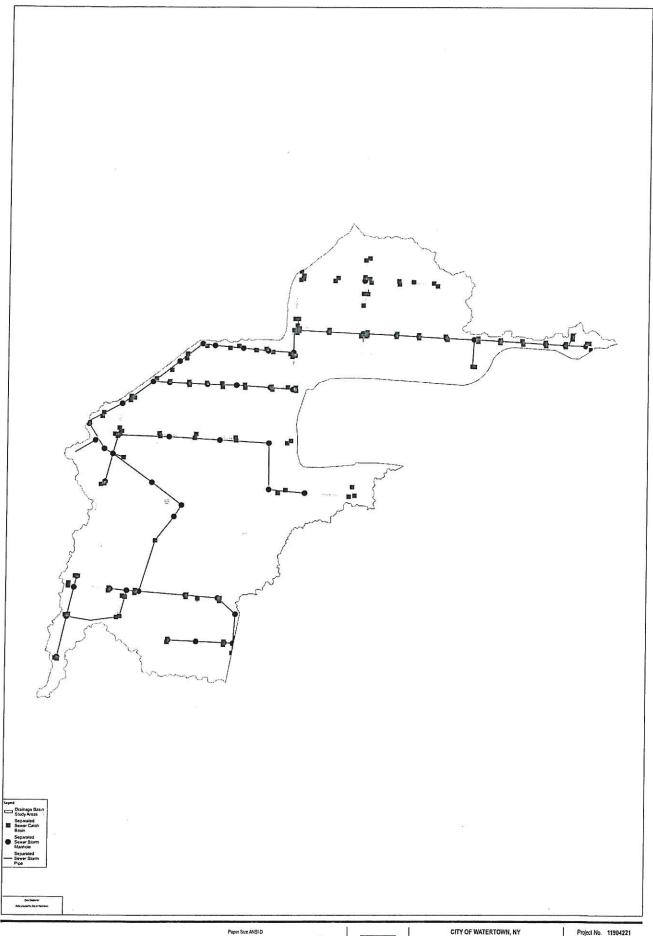


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Map Projection: Transverse Mercolor
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Grid: NAD 1983 StatePlane New York Central FIPS 3102 Feet



CITY OF WATERTOWN, NY SEWER MODEL CALIBRATION SEWER DATA COLLECTION EFFORT SEWER MAP



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Map Projection: Transverse Mercotor Horizontal Datum: North American 1983 Grid: NAD 1983 Statis Tane New York Central FIPS 3102 Feet



CITY OF WATERTOWN, NY SEWER MODEL CALIBRATION SEWER DATA COLLECTION EFFORT SEWER MAP

#### October 11, 2022

To:

The Honorable Mayor and City Council

From:

Kenneth A. Mix, City Manager

Subject:

Approving Agreement Between City of Watertown and the

Town of Watertown as Administrators of Watertown Water

Districts Nos. 1, 3, 4, 5 and 6

The City of Watertown has had an Agreement in place with the Town of Watertown to supply water to Districts Nos. 1, 3, 4, 5 and 6, which expired June 30, 2019. There is a renewal provision in that contract, but it was not formally renewed. We have, however, been complying with it since the expiration.

A successor agreement has been negotiated. It is for a 10-year term and applies the outside City user rate to their water usage, which is currently 120% of the inside City user rate. The current agreement charges the inside City rate. This will bring approximately \$128,000 more into the Water Fund.

The allocation for District #1 is increased from 300,000 gpd to 650,000 gpd. Other small changes include taking out the flushing charge exemption and adding a requirement for annual calibration of meters.

The Town of Watertown Council has approved the agreement. The agreement and a resolution approving it are attached for Council consideration.

#### RESOLUTION

Page 1 of 1

Approving Agreement Between City of Watertown and the Town of Watertown as Administrators of Watertown Water Districts Nos. 1, 3, 4, 5 and 6

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
-	

WHEREAS the City owns and operates a water supply system which is operated for the purpose of supplying the City and its inhabitants with water, and

WHEREAS the City has excess capacity to produce and transport water in excess of its own needs, and

WHEREAS the Town of Watertown has requested the right to draw water from the City system for use in Town of Watertown Districts Nos. 1, 3, 4, 5 and 6, and

WHEREAS the City may, pursuant to General Municipal Law Sections 118 and 118(a), enter into an Agreement with the Districts to sell the right to make connections to the City's system for the purpose of drawing water therefrom and the City may fix the prices by ordinance duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient, and

WHEREAS an Agreement that has been in place expired on June 30, 2019, and

WHEREAS the City and the Town of Watertown as Administrators of Town of Watertown Water Districts Nos. 1, 3, 4, 5 and 6 have negotiated a successor Agreement for the Sale of Water, a copy of which is attached hereto and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement Between the City and the Town of Watertown as Administrators of the Town of Watertown Water Districts Nos. 1, 3, 4, 5 and 6, and

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

Seconded by

# AGREEMENT FOR THE PROVISION OF WATER SERVICES BETWEEN THE TOWN OF WATERTOWN AND CITY OF WATERTOWN

**AGREEMENT** (the "Agreement") made this day of , 2022, by and between the City of Watertown, Watertown, New York 13601, (the "City"), and the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6, Watertown, New York 13601, (the "Districts").

#### RECITALS

- A. The City owns a water supply system (the "System"), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of its own needs.
- C. The Districts have requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement.
- D. The City may, pursuant to and General Municipal Law Sections 118 and 118(a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient.
- E. The City currently has sufficient capacity to provide water at the allocations identified at Exhibit "C", for the term of this Agreement.
- F. The City has installed for District 1, District 5 and for Districts 3, 4, and 6 combined, and will maintain appropriately sized master meter(s), for the purpose of metering water drawn from the City System. The Town has and/or will install and maintain appropriately sized meters, which meet City specifications, in Water District 5 for the purpose of ascertaining the quantity of water consumed by users in District #5. The calculation of water usage for District 5 shall be determined by the readings from those meters. The City shall read the "master meter" to the Watertown Correctional Facility at the "point of delivery" monthly and subtract the combined consumption from the meters serving District #5. The balance of water passing through the "master meter" shall be billed to the Correctional Facility.
- G. The Districts have agreed to pay to the City, for water drawn from the

City System, water rents calculated pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

<u>SECTION 1. – DEFINITIONS.</u> For the purpose of this Agreement, the following terms shall have the meanings set forth below:

- (a) "Site" shall mean Water Districts #1, 3, 4, 5 and 6, as currently located in the Town of Watertown and as the same may be extended during the term of this Agreement, being more particularly described on the location maps attached hereto as Exhibit "A".
- (b) "User" shall mean any individual or entity who is drawing water from the City System. There shall be a distinction between users inside the City and outside. The Districts shall be considered as users outside of the City.
- (c) "New User" shall mean a person, individual or entity whose water source has not previously been from the City water system.
- (d) "Allocation" shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4(a) below.
  - (e) City shall mean the City of Watertown, Jefferson County, New York.
- (f) Districts shall mean the Town of Watertown, Jefferson County, New York, as administrator of special improvement districts known as Water Districts #1, 3, 4, 5 and 6.
  - (g) Unit of Water shall mean 100 cubic feet or 748 U.S. gallons.
- (h) Point of Delivery shall mean the connection between the City water distribution system and the Districts' water distribution system, which point shall be at the meter pit which houses the master meter furnished by the City for determining the amount of water supplied to each District.
- (i) Point of Connection shall mean the point at which each District and the City system connect to each other and shall further mean the point at which maintenance and repair responsibilities are distinguished and separated. The point of connection for each District is described on Exhibit "B" hereto.

SECTION 2. – TERM OF AGREEMENT. The term of this Agreement shall be ten (10) years commencing July 1, 2022 and ending on June 30, 2032.

<u>SECTION 3. – APPLICABLE LAW.</u> This Agreement shall in all respects be subject to Sections 118 and 118(a) of the General Municipal Law. The City shall not be liable for any act done by it pursuant to the provisions of such law.

## SECTION 4. – WATER TO BE FURNISHED.

- (a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for each District shall be as set forth on Exhibit "C" based on daily average flows over an annual basis, and the City agrees to deliver said gallons per day at the defined gallon per minute flow rate of the agreed upon gallons per day maximum allocation divided by 1,440 minutes per day. The Town is required to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each District.
- (b) The City's responsibility for the water quality at any point beyond the point of connection shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each District bears the responsibility for maintaining the water quality at any point beyond the point of connection. Each District shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.
- (c) The City reserves the right to limit the Districts' allocations to the quantity and flow rate set forth in Section 4 (a) and Schedule C. In the event that the usage shall consistently exceed the allocation (four months out of any six month period) then either party may reopen the Agreement for further negotiations on thirty (30) days' written notice to the other.
- <u>SECTION 5. WATER SHORTAGE.</u> In the event of any water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.
- SECTION 6. MAINTENANCE. Each District shall provide and maintain all water mains and appurtenances within that District beginning at its "point of connection", with the City's water distribution system, as set forth in Section 13(b). Each District's water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pit, back-flow devices, valves, and service lines, but shall not include the master meter which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to each District.

#### SECTION 7. - WATER RENT.

- (a) The outside user rate for the Town of Watertown Districts for the term of this Agreement shall be the rate established by Sect. 301-17D of the Code of the City of Watertown (rate for usage of the first 1,200 cubic feet) as the same may, from time to time, be amended. This rate shall be the uniform rate for all usage under this Agreement.
- (b) The Districts' water rents shall be billed monthly and paid to the City Comptroller's office monthly within thirty days of the rendering of a bill by the City.
- (c) Late payments or failure to make payments within thirty days of rendering of a bill will subject each District to a surcharge of ten percent of the current bill.
- (d) Each District acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the District's obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

## SECTION 8. - METER SYSTEM AND SERVICE PIPES.

- (a) The City requires, and the City has the right to specify the requirement of any pit or metering devices to calculate the amount of water used by each District.
- (b) The City reserves the right to inspect, test, repair and replace the water meters as required unless same is necessitated by the negligence, recklessness, or intentional acts of any District.
- (c) The City requires each District to install approved backflow devices after all meters at each Point of Delivery.
- (d) Each District shall be responsible for safeguarding the meter which shall be housed at the expense of each District in a meter pit or other structure approved by the City and suitable for housing of a meter. The meter shall be accessible to the City and its authorized employees at all times. Expenses incurred as a result of failure to protect the meter will be the responsibility of each District.
- (e) Meters shall not be interfered with or removed by any person except an authorized employee of the City or its contractor. Seals placed on the meters, valves, or other fittings shall not be tampered with or broken. If a seal is broken, the meter will be removed, tested, and replaced, if necessary, at the expense of each District.
- (f) The Superintendent of the Water Department of the City, an inspector, or any other designated employee may, at any reasonable time, enter the premises of any District for the purpose of examining pipes, hydrants, and any other fixtures for the purpose of determining or ascertaining the quantity and quality of water used and the manner of its use.

- (g) The meters at the points of connection shall be calibrated annually at the Districts' expense.
- <u>SECTION 9. ALLOWED USERS.</u> Only Sites, as set forth in Exhibit "A" or as may be extended, and permitted users as herein defined under the authority of this Agreement shall be connected to the City's system under the authority of the Agreement.

### SECTION 10. - ADDITIONAL USERS.

- (a) Each District shall notify the City of any additional users being added within that District. Before any additional users are added to that District's facilities, a permit must first be obtained from the City.
- (b) A permit fee of \$25.00 for such permit for each service shall be payable to the City regardless of service line size.
- (c) Connection fees shall also be charged based on the size of the service line serving each building or structure. The connection fees and total fees shall be established as detailed below:

#### PERMIT AND CONNECTION FEE SCHEDULE

Service Line Size	÷	Connection Fee	Permit Fee	Total Fee
3/4"		100.00	25.00	125.00
1"		150.00	25.00	175.00
1-1/2"	2	225.00	25.00	250.00
2"		300.00	25.00	325.00
3"		450.00	25.00	475.00
4"		600.00	25.00	625.00
6"		900.00	25.00	925.00
8"		1,200.00	25.00	1,225.00
10"	₩ 930	1,500.00	25.00	1,525.00

- (d) The City's permitting authority is purely ministerial to assure the ability to provide services consistent with the approved allocation set forth in Section 4(a) and federal and state regulations.
- (e) Any unauthorized connection, may, at the election of the City, result in the imposition of a penalty as set forth in Section 14.
- (f) The Districts shall provide the City annually, on July 1 of each year, a current list of users in each District.

## SECTION 11. - CITY REPRESENTATIONS AND WARRANTIES

The City represents and covenants that:

- (a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;
- (b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and
- (c) It will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.
- (d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrators for the Districts, unless the City also offers such a lower rate to each District. This covenant shall and will not apply to large outside users that connect directly to the City Water Plant, bypassing the City's water distribution system.
- (e) The City shall make a good faith effort to require all outside users to go through the same permitting process as the Districts for new connections.
- (f) The City has sufficient facilities and sources to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

## SECTION 12. – THE DISTRICTS' REPRESENTATIONS AND WARRANTIES.

Each District represents and warrants that:

- (a) It has been properly formed and approved.
- (b) It has full power and authority to execute and deliver this Agreement on behalf of the District and to perform its obligations hereunder:
- (c) This Agreement constitutes a legal, valid and binding obligation of the District and is enforceable in accordance with its terms:

- (d) Each District shall immediately notify the City of any emergency or condition which may affect the quality of water in either party's system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;
- (e) Each District shall comply with any state or federal regulations regarding water quality and testing beyond the point of connection;
- (f) Each District shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure or any back flow device, or other justifiable cause.

#### SECTION 13. – REPAIRS.

- (a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the point of delivery, except as set forth in Section 13(b) and (c) below.
- (b) Each District shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving that District from the "point of connection" with the City of Watertown's water distribution system as defined in Paragraph (h) of Section 1.
- (c) All other provisions of this Section 13 notwithstanding, if any District engages or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of that District Facilities or the City's System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the District.
- <u>SECTION 14. PENALTIES.</u> The breach by any District of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty of \$100.00 per day.
- <u>SECTION 15. ASSIGNMENT.</u> No District may assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.
- <u>SECTION 16. TERMS TO BE EXCLUSIVE</u>. This Agreement contains the sole and entire understanding between the parties.
- SECTION 17. WAIVER AND MODIFICATION. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

<u>SECTION 18. – NEW YORK STATE LAW APPLIES.</u> This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

<u>SECTION 19. – SEVERABILITY</u>. All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

<u>SECTION 20. – NOTICES.</u> Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder or actually delivered.

Party

#### Address

City of Watertown

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

Districts 1,3,4,5 & 6

Supervisor, Town of Watertown 22867 County Route 67 Watertown, New York 13601

SECTION 21. – HEADINGS AND CONSTRUCTION. The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

<u>SECTION 22. – NUMBER AND GENDER</u>. Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

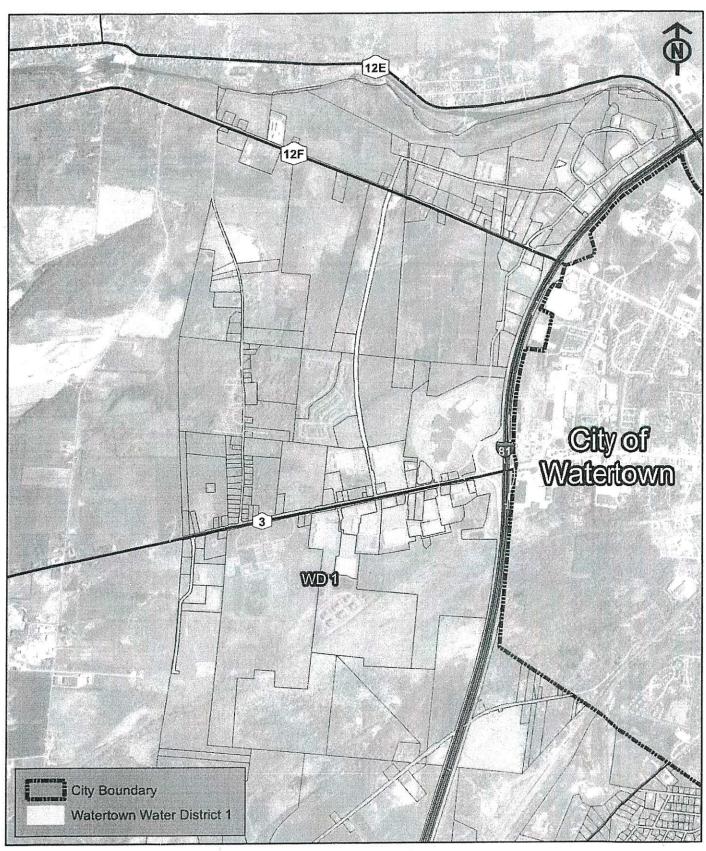
<u>SECTION 23. – EXHIBITS.</u> Exhibits "A", "B", and "C" are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

	CITY OF WATERTOWN
	By:
	Jeffrey M. Smith, Mayor
	TOWN OF WATERTOWN
<u>а</u>	By:
	By:  Joel R. Bartlett, Supervisor
٠,	
<u>ACKNOWLEI</u>	<u>DGEMENTS</u>
STATE OF NEW YORK )	
) ss: COUNTY OF JEFFERSON)	
On this day of	own, the City described herein, and which
	Notary Public
STATE OF NEW YORK )	
) ss: COUNTY OF JEFFERSON )	
**	
On this day of	Town of Watertown, the Town described nt; and that he signed his name thereto by
	Notary Public
	a do la v

#### EXHIBIT "A"

Location Maps of the Town of Watertown Water Districts #1,3,4,5 and 6.



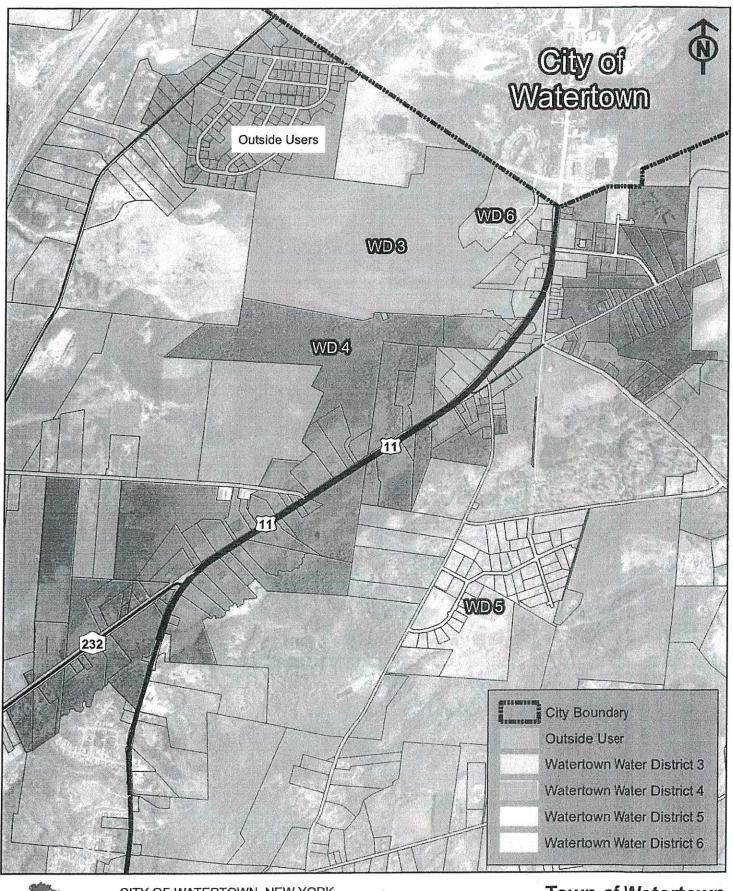


CITY OF WATERTOWN, NEW YORK GIS DEPARTMENT

ROOM 305B, MUNICIPAL BUILDING 245 WASHINGTON STREET WATERTOWN, NEW YORK 13601 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov **Town of Watertown** 

Water District 1

1 inch = 2,000 feet





CITY OF WATERTOWN, NEW YORK GIS DEPARTMENT

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

## **Town of Watertown**

Water Districts 3,4,5 & 6

0 2,000 4,000 Feet

#### **EXHIBIT "B"**

#### District #1

#### **Arsenal Street Line**

The point of connection between the District's water line on Arsenal Street and the City of Watertown's water distribution system shall be the first joint in the 8" water line easterly from the District's meter pit on Arsenal Street.

## Coffeen Street Line

The point of connection between the District's water line on Coffeen Street and the City of Watertown's water distribution system shall be the first joint in the 10" water line easterly from the District's meter pit on Coffeen Street.

#### Districts #3, #4 and #6

#### **Washington Street Line**

The point of connection between the Districts' water line on Washington Street and the City of Watertown's water distribution system shall be the point at which the District's 4" water line connects to the 12"x 4" tee located on the City's 12" water main; said point is located approximately 12 feet westerly from the District's meter pit.

#### District #5

#### Cook Road Subdivision

The point of connection (as defined in this Agreement) between the District's water line and the City of Watertown's water distribution system shall be the point at which the 4" service connection to the Watertown Correctional Facility "master meter" pit connects to the 12" x 4" tee on the 12" water main in Washington Street near the city limit.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the point of connection.

## **EXHIBIT "C"**

## **ALLOCATIONS**

District # 1 650,000 gallons per day

District #3 and District # 4 - Combined 125,000 gallons per day

District #5 14,000 gallons per day

District #6 30,000 gallons per day

To:

The Honorable Mayor and City Council

From:

Kenneth A. Mix, City Manager

Subject:

Directing Staff to Conduct a Request for Proposal Process for Grant Writing

Services

At the October 3, 2022, City Council meeting, the City Council discussed securing the services of a grant writer for future grant applications. A Request for Proposal (RFP) Process was discussed as the means by which to secure an individual or firm to provide those services.

The RFP would seek qualifications of individuals and firms who are interested in providing grant writing services for the City. Firms would be required to submit a proposal that would be evaluated based on criteria such as experience in providing municipal grant writing services, past success in obtaining grants for municipalities, reputation among previous clients, the quality, clarity, and completeness of the proposal and the cost-effectiveness of the fees proposed.

The fee for such services could be a flat fee on a per application basis as specific grants are identified and Council approves applying for them or the fees could be negotiated for each application and based on an hourly rate/not to exceed price. Another option would be to have an individual or firm on retainer for a specific period of time that would write as many grants as directed by the City. I recommend the first option. The current budget has \$7,500 for contracting with a grant writer.

The attached resolution directs staff to draft an RFP and to begin the process for hiring a grant writer for the City. If approved by the City Council, Staff will complete the RFP, issue it to prospective firms, evaluate responses and make a recommendation to the City Council for consideration.

## RESOLUTION

Page 1 of 1

Directing Staff to Conduct a Request for Proposal Process for Grant Writing 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

Traduc draced 1	L			
Introduced b	<i>y</i>			-8

WHEREAS the City Council of the City of Watertown desires to seek the services of a grant writer to assist the City with future grant applications as grant opportunities arise, and

WHEREAS the City Council wishes to evaluate various grant writing firms through a Request for Proposal process,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby directs the City Manager to draft a Request for Proposal (RFP) for grant writing services, and

BE IT FURTHER RESOLVED that the City Manager is directed to issue the RFP to prospective grant writing firms, evaluate responses and make a recommendation to the City Council for consideration.


To:

The Honorable Mayor and City Council

From:

Michael A. Lumbis, Planning and Community Development Director

Subject:

Approving a Change Order to the Contract with Barton & Logudice, D.P.C. for

the Downtown Revitalization Initiative Streetscape Design Project

The City of Watertown is currently undertaking a downtown streetscape project that includes enhancements such as new sidewalks, curbs, pavers and other amenities along Court Street, the 200 Block of Franklin Street and the 200 Block of Coffeen Street and around the Governor Flower Monument to make the public realm more inviting to pedestrians and strengthen the downtown business environment.

The City entered into an Agreement with Barton & Loguidice, D.P.C. (B&L) for the design phase of the project in an amount of \$205,500.

During the course of preparing the final design and creating the construction documents, Barton & Loguidice incurred additional staff time in excess of the contract's not-to-exceed amount of \$205,500. This additional staff time resulted from B&L performing several tasks that were outside the originally agreed upon work scope.

These additional tasks included designing the pavement milling and resurfacing on Court Street, which the City added to the project at the end of the design phase, presenting a draft design to the City Council at a work session, and preparing documents for a second bid process, which included responding to requests for information from contractors and an analysis of the bids, among other work.

Barton & Loguidice supplied Staff with a summary of tasks that caused the overrun and an itemized list of estimated costs. Planning and Engineering Staff evaluated the submission and negotiated the attached change order for \$30,500 based on those items that Staff agreed were genuinely unanticipated.

The proposed new contract total will be \$236,000. The City Council already budgeted for this overrun when it readopted the Fiscal Years 2020-21 through 2024-25 Capital Budget at its June 6, 2022 meeting. At that meeting, the Council voted to increase the estimated project cost from \$3,700,000 to \$4,012,305 with the majority of the increase programmed for construction costs, but with the design overrun factored into the total.

A resolution approving the Change Order has been prepared for City Council consideration.

## RESOLUTION

Page 1 of 1

Approving a Change Order to the Contract with Barton & Loguidice, D.P.C. For the Downtown Revitalization Initiative Streetscape Design Project

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Лауог SMITH, Jeffrey M.
Total

YEA	NAY

## Introduced by

WHEREAS the City of Watertown has undertaken Downtown Revitalization Initiative (DRI) streetscape project, and

WHEREAS on March 15, 2021, the City Council adopted a resolution awarding the design contract for the project to Barton & Loguidice, D.P.C. for a not-to-exceed amount of \$205,500 after a competitive Request for Proposal (RFP) process, and

WHEREAS additional tasks arose during the design process that Barton & Loguidice performed amounting to \$30,500 in excess of the original not to exceed amount, and

WHEREAS Barton & Loguidice along with the City Planning and Engineering Departments have reviewed the additional tasks and agreed that said tasks were unforeseen to either party at the time each party executed the contract, and

WHEREAS on June 6, 2022, the City Council readopted 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 incorporated the anticipated design overrun in this rebudgeting, and

WHEREAS City Planning and Engineering Staff recommend that the City Council accept Change Order #1 from Barton & Loguidice, D.P.C. in the amount of \$30,500.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order 1 from Barton & Loguidice, D.P.C. in the amount of \$30,500, a copy of which is attached and made part of this resolution, and

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

Seconded by

# AMENDMENT NUMBER 2 ("Amendment") TO THE

## AGREEMENT DATED MARCH 22, 2021 ("Agreement")

**BETWEEN** 

**CITY OF WATERTOWN ("Owner")** 

AND

BARTON & LOGUIDICE, D.P.C. ("Consultant")

# PROFESSIONAL SERVICES FOR STREETSCAPE DESIGN IMRPOVEMENTS ("Project")

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

#### 1. Change in Scope of Services to be Performed

A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

#### 2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be (Thirty Thousand Five Hundred Dollars (\$30,500), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.
- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

### 3. Total Agreement

A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER:	City of Watertown	CONSULTANT:	Barton & Loguidice, D.P.C.
Ву:		By:	Wathher I Achooly
1-00-00-00-00-00-00-00-00-00-00-00-00-00	Kenneth A. Mix	**************************************	Matthew J. Schooley
Title:	City Manager	Title:	Executive Vice President
Date	8	Date	
Signed:	8	Signed:	October 3, 2022

**NOTE: Address for Giving Notices:** 

Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088

# Attachment One - Scope of Services for Amendment Number 2 Streetscape Design Improvements

# **SUPPLEMENTAL SCOPE OF SERVICES**

## **EXTRA WORK DESIGN PHASE SERVICES**

Watertown Streetscape Design Improvements NYS DOS #C1001300

October 2022

377.011.001 1 of 2 October 2022

## Watertown Streetscape Design Improvements

#### SOW Task 00: Project Management/Meetings

The Design Consultant prepared for and attended a City Council Meeting, at the request of the City Planning Department, to present the proposed parking layout and its impacts to the number of parking spaces.

#### SOW Task 05: Preliminary Final Design

The Design Consultant encountered and assisted the City with the coordination of several unknown National Grid underground utilities, including lighting. This coordination process was spread over 6 months of limited response from National Grid which impacted the design development and continued during both SOW Task 05 and Task 07.

The Design Consultant was instructed by the City to include the milling and resurfacing of Court Street into the design which included detailed design and estimating. The Design Consultant provide a cost analysis between a 2" and 1.5" pavement restoration. This effort extended over both SOW Task 05 and Task 07.

#### SOW Task 07: Final Design & Contract Documents

At the request of the City Planning Department, the Design Consultant provided a comparison and breakdown between the Engineer's Construction Estimate and the DRI Planning Estimate prepared previously by another Consultant.

The Design Consultant prepared for and managed two electronic construction bidding periods.

The Design Consultant responded to and addressed potential bidder requests for information (RFIs) and addendums during both electronic bidding periods.

The Design Consultant prepared a construction bid analysis and award recommendation package for the City's review and use.

377.011.001 2 of 2 October 2022

SCOPE OF SERVICE	TITLE	As	sociate	SR PROJ. ENG	T	MAN LA		R LA	ENG	11	Eng				
RFP TASK DESCRIPTIONS	EMPL		MCB	ASK		KFE	JI	BN	ETC		PJ	Z			
	Billing Title	N	fan. IV	Prof. VI	T	Man. I	Pro	of. V	Prof.	IV	Tech	n. VI			
	Stnd. Til Rate		203	\$ 14	8 \$	158	\$	135	\$	120	\$	124	Hours per Task	Cost per Task	Total Task Fee
Project Kick-Off/Project Meetings															\$835
Review prior studies, assemble Agenda, materials  Attend Kick-Off Meeting (via Zoom)		_			+				7. 17.				0		
Kick-Off Meeting Notes Project Meetings/Notes (Assume 6)													0	\$0	
		E 100 100 100 100 100 100 100 100 100 10	1	k(0,960)/980/56		4			500508				5		Water Street
RFP SOW Task 1: Existing Conditions												0000	0	\$0	\$0
RFP SOW Task 2: Topographic Survey		AND DESCRIPTION			NAME OF TAXABLE PARTY.						are de la constante	ENDERHO	0	\$0	\$0
RFP SOW Task 3: Draft/Conceptual Designs									Mark Committee of the C				0	\$0	\$0
RFP SOW Task 4: Stakeholder Feedback					1000						24000000		0	\$0	\$0
RFP SOW Task 5: Final Designs			8		16	8				20		20	72	\$10,136	\$10,136
RFP SOW Task 6: Required Approvals and Documentation													0	\$0	\$0
RFP SOW Task 7: SEORA Documents					-								0	\$0	\$0
RFP SOW Task 8: Final Design and Construction Documents			10		20					80		40	150	\$19,55C	\$19,550
Prolect Reporting and Management					655 660	IOSZYLPIANS			DYFRANCE		Africa 184				\$0
M/WBE Reporting     Prepare Quartelry DOS M-WBE Reports (Assume 4)		-			-		-						0	\$0	
b. Project Status Reports Prepare Bi-Annual Summary Reports (Assume 2)															
c. Project Management							1					-	0	\$0	
Staff oversight; Sub Agreements; Invoicing PM/Vision; Client outreach & Coordination										DATE OF THE OWNER.	Property	en en en en en	0	\$0	Name of the State
HOURS DOLLARS/			19 203		36 48	12 158		135		100 120		60 124	227	\$20 F04	
	TOTAL	\$	3,857	200			-	130		,000		7,440	221	\$30,521	\$ 30,521
1. B&L LABOR TOTAL:				-		1,050	φ.		Φ 12	,000	Φ	7,440	ı		00,021
2. B&L REIMBURSABLE EXPENSES;	30,521	REI	MBURSIB	LE EXPENS	ES:										
	\$0		\$0												
3. SUBCONTRACTOR ALLOWANCE: ATL Subsurface Investigations	\$0														
4. SUBCONSULTANT COSTS: Elan, Prudent	\$0														
	40														
FEE ESTIMATE:	30,521														
SAY:	30,500	S	ubsurface	e Investigati	ons: A	ATL (WBF)	Т	\$0		0.10	\$ F	ee -			
	35,300		20011000		0110.7	(1102)	1	ΦC			\$				
										1000		SO	<u>E</u>		

## October 11, 2022

To:

The Honorable Mayor and City Council

From:

James E. Mills, City Comptroller

Subject:

Approving Re-adoption of General Fund, Risk Retention Fund and

Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal

Year 2021-22 for Various Accounts

The Comptroller's Office is in the process of filing the Annual Financial Report with the New York State Comptroller as required by October 28<sup>th</sup>, as well as preparing the financial statements for the independent audit. In connection with these reports, it is necessary to re-adopt various funds' budgets, as well as transfer budget appropriations within funds between various expenditure line items to bring certain accounts within budget. The attached resolution provides for the re-adoption of the Fiscal Year 2021-22 Risk Retention Fund and Tourism Fund Budgets and the establishment of a supplemental appropriation to cover overdrawn accounts in the General, Community Development, Water, Sewer, Library and Self-funded Health Insurance Funds.

An analysis of the FY 2021-22 results will be provided in November following the submission of the annual report to the State Comptroller.

The audit by Bowers and Company will begin in November. Additionally, the City has been notified by the New State Office of the State Comptroller that the City has been selected for an audit covering the Fiscal Year 2021-22. No additional details are known yet.

### RESOLUTION

Page 1 of 15

Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts

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 b	V

WHEREAS on May 24, 2021 the City Council passed a resolution adopting the Budget for Fiscal Year 2021-22, of which \$76,000 was appropriated for the Risk Retention Fund, and

WHEREAS on May 24, 2021 the City Council passed a resolution adopting the Budget for Fiscal Year 2021-22, of which \$180,000 was appropriated for the Tourism Fund, and

WHEREAS the Adopted Fiscal Year 2021-22 Risk Retention Fund and Tourism Fund budgets did not contain adequate funding for Fiscal Year 2021-22 expenditures, and

WHEREAS certain Fiscal Year 2021-22 expenditure lines for the General Fund, Community Development Fund, Water Fund, Sewer Fund, Library Fund and Self-Funded Health Insurance Fund are overdrawn,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2021-22 Budgets for the General Fund, Risk Retention Fund and Tourism Fund in the total amount of \$116,500 and

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

#### RISK RETENTION FUND

CS.0000.909 RISK RETENTION Appropriated Fund Balance	\$ \$	73,500 73,500	
CS.1740.430 RISK RETENTION Administration	\$	(5,500)	
CS.1930.430 RISK RETENTION Judgements & Claims	\$	79,000	Gardner settlement
	\$	73,500	

## **RESOLUTION**

Page 2 of 15

Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts

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

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CITI OOOO	11	10	TOI	

TOURISM FUND		
CT.0000.1113 TOURISM FUND Occupancy Tax	\$	43,000
• •	\$	43,000
CT 0510 000 TOURISM FUND Tourist at a Comment Find	¢	42,000
CT.9510.900 TOURISM FUND Transfer to General Fund	<u> </u>	43,000
	\$	43,000
GENERAL FUND		
A.0000.5031 GENERAL FUND Interfund Transfers	\$	43,000
A.0000.909 GENERAL FUND Appropriated Fund Balance	\$	(43,000)
	\$	-

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, New York, that the total amount of \$3,631,585 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2021-22 for the reasons shown:

### **GENERAL FUND**

A.1010.450 LEGISLATIVE BOARD Miscellaneous	\$ 155	Under appropriated
A.1010.465 LEGISLATIVE BOARD Equipment < \$5,000	\$ 450	Under appropriated
A.1230.465 MUNICIPAL EXECUTIVE Equipment < \$5,000	\$ 725	Under appropriated
A.1315.110 COMPTROLLER Salaries	\$ 10,885	Budgeted in contingency account
A.1315.150 COMPTROLLER Overtime	\$ 380	Under appropriated
A.1315.460 COMPTROLLER Materials and Supplies	\$ 960	Under appropriated
A.1355.110 ASSESSMENT Salaries	\$ 4,225	Budgeted in contingency account
A.1355.130 ASSESSMENT Wages	\$ 1,645	Under appropriated
A.1355.830 ASSESSMENT Social Security	\$ 180	Under appropriated
A.1364.430 PROPERTY ACQUIRED Contracted Services	\$ 740	Under appropriated
A.1410.110 CLERK Salaries	\$ 4,500	Budgeted in contingency account
A.1410.465 CLERK Equipment < \$5,000	\$ 140	Under appropriated
A.1430.110 CIVIL SERVICE Salaries	\$ 2,765	Budgeted in contingency account
A.1430.140 CIVIL SERVICE Temporary	\$ 60	Under appropriated
A.1430.430 CIVIL SERVICE Contracted Services	\$ 6,935	Budgeted for in A.1430.0450
A.1435.450 HUMAN RESOURCES Miscellaneous	\$ 650	Under appropriated
A.1435.460 HUMAN RESOURCES Materials and Supplies	\$ 560	Under appropriated
A.1435.465 HUMAN RESOURCES Equipment < \$5,000	\$ 2,025	Under appropriated

## **RESOLUTION**

Page 3 of 15

Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

\$ 11,140	Budgeted in contingency account
\$ 5,130	Under appropriated
\$ 3,975	Under appropriated
\$ 24,550	Budgeted in contingency account
\$ 5,590	Under appropriated
\$ 5,100	Under appropriated
\$ 395	Under appropriated
\$ 740	Under appropriated
\$ 14,875	Under appropriated
\$ 205	Under appropriated
\$ 5,755	Under appropriated
\$ 8,695	Under appropriated
\$ 310	Under appropriated
\$ 175	Under appropriated
\$ 11,220	Under appropriated
\$ 725	Under appropriated
\$ 2,015	Budgeted in contingency account
\$ 980	Under appropriated
\$ 445	Under appropriated
\$ 6,660	Under appropriated
\$ 705	Under appropriated
\$ 2,090	Under appropriated
\$ 20	Under appropriated
\$ 20	Under appropriated
\$ 505	Under appropriated
\$ 59,070	Under appropriated
\$ 1,620	Under appropriated
\$ 2,000	Under appropriated
\$ 7,280	Budgeted in contingency account
\$ 2,155	Under appropriated
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 5,130 \$ 3,975 \$ 24,550 \$ 5,590 \$ 5,100 \$ 395 \$ 740 \$ 14,875 \$ 205 \$ 5,755 \$ 8,695 \$ 310 \$ 175 \$ 11,220 \$ 725 \$ 2,015 \$ 980 \$ 445 \$ 6,660 \$ 705 \$ 2,090 \$ 20 \$ 505 \$ 59,070 \$ 1,620 \$ 7,280

## **RESOLUTION**

Page 4 of 15

Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

A.1680.250 INFORMATION TECHNOLOGY Other Equipment A.1680.840 INFORMATION TECHNOLOGY Workers'	\$ 21,710	Budgeted for in A.1680.0465
Compensation	\$ 3,955	Under appropriated
A.1950.430 REAL PROPERTY TAXES Contracted Services	\$ 4,105	Under appropriated
A.3120.110 POLICE Salaries	\$ 12,865	Budgeted in contingency account
A.3120.150 POLICE Overtime	\$ 36,435	Under appropriated
A.3120.155 POLICE Holiday Pay	\$ 4,295	Under appropriated
A.3120.180 POLICE Roll Call Pay	\$ 1,235	Under appropriated
A.3120.230 POLICE Motor Vehicles	\$ 23,950	Under appropriated
A.3120.420 POLICE Insurance	\$ 180	Under appropriated
A.3120.430 POLICE Contracted Services	\$ 14,365	Under appropriated
A.3120.440 POLICE Fees, Non-employee	\$ 3,420	Under appropriated
A.3120.455 POLICE Vehicle Expense	\$ 6,810	Under appropriated
A.3120.840 POLICE Workers' Compensation	\$ 6,895	Under appropriated
A.3410.110 FIRE Salaries	\$ 4,190	Budgeted in contingency account
A.3410.130 FIRE Wages	\$ 306,840	Budgeted in contingency account
A.3410.150 FIRE Overtime	\$ 129,055	Under appropriated
A.3410.155 FIRE Holiday Pay	\$ 28,560	Under appropriated
A.3410.175 FIRE Health Insurance Buy-out	\$ 85	Under appropriated
A.3410.440 FIRE Fees, Non-employee	\$ 1,340	Under appropriated
A.3410.455 FIRE Vehicle Expense	\$ 45,335	Under appropriated
A.3410.460 FIRE Materials and Supplies	\$ 4,790	Under appropriated
A.3410.465 FIRE Equipment < \$5,000	\$ 3,500	Under appropriated
A.3410.820 FIRE Fire Retirement System	\$ 219,195	Budgeted in contingency account
A.3410.830 FIRE Social Security	\$ 11,480	Budgeted in contingency account
A.3410.840 FIRE Workers' Compensation	\$ 133,385	Under appropriated
A.3620.110 CODE ENFORCEMENT Salaries	\$ 1,845	Budgeted in contingency account
A.3620.120 CODE ENFORCEMENT Clerical	\$ 14,190	Under appropriated
A.3620.150 CODE ENFORCEMENT Overtime	\$ 3,035	Under appropriated
A.3620.430 CODE ENFORCEMENT Contracted Services	\$ 175	Under appropriated
A.3620.440 CODE ENFORCEMENT Fees, Non-employee	\$ 340	Under appropriated
A.3620.450 CODE ENFORCEMENT Miscellaneous	\$ 40	Under appropriated

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

A.3620.465 CODE ENFORCEMENT Equipment < \$5,000	\$	1,190	Under appropriated
A.5010.110 MUNICIPAL MAINTENANCE Salaries	\$	2,235	Budgeted in contingency account
A.5010.175 MUNICIPAL MAINTENANCE Health Insurance			
Buy-out	\$	2,480	Under appropriated
A.5010.250 MUNICIPAL MAINTENANCE Other Equipment	\$	10,410	Under appropriated
A.5010.450 MUNICIPAL MAINTENANCE Miscellaneous	\$	9,550	Under appropriated
A.5010.455 MUNICIPAL MAINTENANCE Vehicle Expense	\$	3,490	Under appropriated
A.5010.465 MUNICIPAL MAINTENANCE Equipment < \$5,000	\$	295	Under appropriated
A.5110.150 MAINTENANCE OF ROADS Overtime	\$	945	Under appropriated
A.5110.175 MAINTENANCE OF ROADS Health Insurance Buy-			
out	\$	235	Under appropriated
A.5110.840 MAINTENANCE OF ROADS Workers'	Ф	17.205	11. 1
Compensation	\$	17,285	Under appropriated
A.5142.140 SNOW REMOVAL Temporary	\$	1,630	Under appropriated
A.5142.150 SNOW REMOVAL Overtime	\$	1,970	Under appropriated
A.5142.250 SNOW REMOVAL Other Equipment	\$	8,185	Under appropriated
A.5142.410 SNOW REMOVAL Utilities	\$	1,110	Under appropriated
A.5142.460 SNOW REMOVAL Materials and Supplies	\$	32,610	Under appropriated
A.5184.130 HYDROELECTRIC PRODUCTION Wages	\$	45	Under appropriated
A.5184.150 HYDROELECTRIC PRODUCTION Overtime	\$	55	Under appropriated
A.5184.420 HYDROELECTRIC PRODUCTION Insurance	\$	2,595	Under appropriated
A.5184.430 HYDROELECTRIC PRODUCTION Contracted	Φ.	27 500	
Services A.5184.840 HYDROELECTRIC PRODUCTION Workers'	\$	27,690	Hydro Commission consultants
Compensation	\$	22,910	Under appropriated
A.5186.140 TRAFFIC CONTROL & LIGHTING Temporary	\$	3,620	Under appropriated
A.5186.150 TRAFFIC CONTROL & LIGHTING Overtime	\$	2,885	Under appropriated
A.5186.410 TRAFFIC CONTROL & LIGHTING Utilities	\$	125,185	Under appropriated
A.5186.430 TRAFFIC CONTROL & LIGHTING Contracted			
Services	\$	7,700	Under appropriated
A.5186.455 TRAFFIC CONTROL & LIGHTING Vehicle Expense	\$	4,230	Under appropriated
A.5186.850.0015 TRAFFIC CONTROL & LIGHTING Health			
Insurance - IBEW Plan	\$	2,610	Under appropriated
A.5630.120 BUS Clerical	\$	1,110	Under appropriated
A.5630.150 BUS Overtime	\$	18,990	Under appropriated

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

A.5630.410 BUS Utilities	\$	750	Under appropriated
A.5630.420 BUS Insurance	\$	1,845	Under appropriated
A.5630.460 BUS Materials and Supplies	\$	540	Under appropriated
A.5630.465 BUS Equipment < \$5,000	\$	9,590	Under appropriated
A.5630.850 BUS Health Insurance	\$	280	Under appropriated
A.5650.420 CITY PARKING FACILITIES Insurance	\$	300	Under appropriated
A.6410.460 PUBLICITY Materials and Supplies	\$	1,660	Under appropriated
A.7020.110 RECREATION ADMINISTRATION Salaries	\$	24,195	Budgeted in contingency account
A.7020.410 RECREATION ADMINISTRATION Utilities	\$	2,095	Under appropriated
A.7020.460 RECREATION ADMINISTRATION Materials and			
Supplies A.7020.465 RECREATION ADMINISTRATION Equipment <	\$	1,855	Under appropriated
\$5,000	\$	3,520	Under appropriated
A.7020.830 RECREATION ADMINISTRATION Social Security	\$	820	Under appropriated
A.7020.840 RECREATION ADMINISTRATION Workers'			
Compensation	\$	125	Under appropriated
A.7110.410 PARKS AND PLAYGROUNDS MAINTENANCE Utilities	\$	50,680	Under appropriated
A.7110.420 PARKS AND PLAYGROUNDS MAINTENANCE	Ф	30,080	Under appropriated
Insurance	\$	40	Under appropriated
A.7110.430 PARKS AND PLAYGROUNDS MAINTENANCE	_		Court office from a
Contracted Services	\$	41,170	Thompson Park Concert
A.7110.440 PARKS AND PLAYGROUNDS MAINTENANCE			
Fees, Non-employee	\$	5	Under appropriated
A.7110.455 PARKS AND PLAYGROUNDS MAINTENANCE	Ф	6.060	TT 1
Vehicle Expense A.7110.460 PARKS AND PLAYGROUNDS MAINTENANCE	\$	6,860	Under appropriated
Materials and Supplies	\$	555	Under appropriated
A.7140.250 ATHLETIC FACILITIES MAINTENANCE Other	Ψ	333	Chack appropriated
Equipment	\$	34,240	Under appropriated
A.7140.420 ATHLETIC FACILITIES MAINTENANCE Insurance	\$	2,100	Under appropriated
A.7140.455 ATHLETIC FACILITIES MAINTENANCE Vehicle		,	11 1
Expense	\$	39,580	Under appropriated
A.7141.130 RECREATION PROGRAMS AND EVENTS Wages	\$	11,025	Under appropriated
A.7141.150 RECREATION PROGRAMS AND EVENTS			
Overtime	\$	5,595	Under appropriated
A.7141.410 RECREATION PROGRAMS AND EVENTS Utilities	\$	15	Under appropriated

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts

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

A.7141.450 RECREATION PROGRAMS AND EVENTS	ф	00	
Miscellaneous A.7141.810 RECREATION PROGRAMS AND EVENTS NYS	\$	80	Under appropriated
Retirement	\$	12,010	Under appropriated
A.7141.830 RECREATION PROGRAMS AND EVENTS Social			
Security  A 7141 940 DECREATION DROCD AMS AND EVENTS	\$	305	Under appropriated
A.7141.840 RECREATION PROGRAMS AND EVENTS Workers' Compensation	\$	3,820	Under appropriated
A.7141.850 RECREATION PROGRAMS AND EVENTS Health	Ψ	3,020	Onder appropriated
Insurance	\$	10,985	Under appropriated
A.7180.140 SWIMMING POOLS Temporary	\$	1,850	Under appropriated
A.7180.150 SWIMMING POOLS Overtime	\$	115	Under appropriated
A.7180.410 SWIMMING POOLS Utilities	\$	42,065	Under appropriated
A.7180.420 SWIMMING POOLS Insurance	\$	510	Under appropriated
A.7180.430 SWIMMING POOLS Contracted Services	\$	15,035	Under appropriated
A.7180.440 SWIMMING POOLS Fees, Non-employee	\$	100	Under appropriated
A.7180.460 SWIMMING POOLS Materials and Supplies	\$	11,350	Under appropriated
A.7180.465 SWIMMING POOLS Equipment < \$5,000	\$	885	Under appropriated
A.7265.130 ICE ARENA Wages	\$	39,575	Under appropriated
A.7265.140 ICE ARENA Temporary	\$	15,975	Under appropriated
A.7265.410 ICE ARENA Utilities	\$	5,830	Under appropriated
A.7265.420 ICE ARENA Insurance	\$	7,045	Under appropriated
A.7265.455 ICE ARENA Vehicle Expense	\$	20,475	Under appropriated
A.7265.460 ICE ARENA Materials and Supplies	\$	21,820	Under appropriated
A.7265.830 ICE ARENA Social Security	\$	3,505	Under appropriated
A.8010.430 ZONING Contracted Services	\$	750	Under appropriated
A.8020.110 PLANNING Salaries	\$	13,090	Budgeted in contingency account
A.8020.410 PLANNING Utilities	\$	265	Under appropriated
A.8020.460 PLANNING Materials and Supplies	\$	140	Under appropriated
A.8020.465 PLANNING Equipment < \$5,000	\$	50	Under appropriated
A.8140.110 STORM SEWER Salaries	\$	950	Budgeted in contingency account
A.8140.455 STORM SEWER Vehicle Expense	\$	2,925	Under appropriated
A.8140.850 STORM SEWER Health Insurance	\$	21,315	Under appropriated
A.8160.110 REFUSE AND RECYCLE Salaries	\$	435	Budgeted in contingency account

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

A.8160.120 REFUSE AND RECYCLE Clerical	\$	305	Under appropriated
A.8160.140 REFUSE AND RECYCLE Temporary	\$	3,965	Under appropriated
A.8160.175 REFUSE AND RECYCLE Health Insurance Buy-out	\$	2,110	Under appropriated
A.8160.410 REFUSE AND RECYCLE Utilities	\$	130	Under appropriated
A.8160.465 REFUSE AND RECYCLE Equipment < \$5,000	\$	225	Under appropriated
A.9040.800 OTHER EXPENSES Workers' Compensation	\$	520	Under appropriated
			To avoid debt for the Cooper Street
A.9950.900 OTHER EXPENSES Capital Fund Transfer	\$	255,000	Outfall project (\$170,000) and City Court renovation designs (\$85,000)
A.9960.900 OTHER EXPENSES Black River Trust Fund	\$	550	Under appropriated
	\$	2,338,470	
A.1420.440 LAW Fees, Non-employee	\$	(20,000)	
A.1430.450 CIVIL SERVICE Miscellaneous	\$	(5,625)	
A.1435.110 HUMAN RESOURCES Salaries	\$	(21,765)	
A.1440.430 ENGINEERING Contracted Services	\$	(40,950)	
A.1490.130 PUBLIC WORKS ADMINISTRATION Wages	\$	(40,220)	
A.1680.130 INFORMATION TECHNOLOGY Wages	\$	(11,340)	
A.1680.430 INFORMATION TECHNOLOGY Contracted Services	\$	(49,555)	
A.1680.465 INFORMATION TECHNOLOGY Equipment <	ψ	(49,333)	
\$5,000	\$	(19,595)	
A.1990.430 CONTINGENCY Contracted Services	\$	(684,570)	
A.3120.120 POLICE Clerical	\$	(16,235)	
A.3120.130 POLICE Wages	\$	(191,500)	
A.3120.140 POLICE Temporary	\$	(7,230)	
A.3120.175 POLICE Health Insurance Buy-out	\$	(22,740)	
A.3120.820 POLICE Police Retirement System	\$	(98,750)	
A.3120.830 POLICE Social Security	\$	(32,290)	
A.3410.191 FIRE Sick Leave Incentive	\$	(9,500)	
A.3620.130 CODE ENFORCEMENT Wages	\$	(10,325)	
A.3620.140 CODE ENFORCEMENT Temporary	\$	(7,335)	
A.5010.130 MUNICIPAL MAINTENANCE Wages	\$	(37,990)	
A.5010.140 MUNICIPAL MAINTENANCE Temporary	\$	(23,765)	

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

A.5010.810 MUNICIPAL MAINTENANCE NYS Retirement A.5010.840 MUNICIPAL MAINTENANCE Workers'	\$	(10,325)
Compensation	\$	(36,400)
A.5110.110 MAINTENANCE OF ROADS Salaries	\$	(16,800)
A.5110.130 MAINTENANCE OF ROADS Wages	\$	(44,050)
A.5110.140 MAINTENANCE OF ROADS Temporary	\$	(10,800)
A.5110.430 MAINTENANCE OF ROADS Contracted Services	\$	(27,935)
A.5110.455 MAINTENANCE OF ROADS Vehicle Expense	\$	(23,800)
A.5110.460 MAINTENANCE OF ROADS Materials and Supplies	\$	(16,595)
A.5110.810 MAINTENANCE OF ROADS NYS Retirement	\$	(7,670)
A.5110.830 MAINTENANCE OF ROADS Social Security	\$	(6,555)
A.5142.110 SNOW REMOVAL Salaries	\$	(20,925)
A.5142.130 SNOW REMOVAL Wages	\$	(29,555)
A.5142.430 SNOW REMOVAL Contracted Services	\$	(6,385)
A.5142.455 SNOW REMOVAL Vehicle Expense	\$	(16,835)
A.5142.810 SNOW REMOVAL NYS Retirement	\$	(15,400)
A.5184.465 HYDROELECTRIC PRODUCTION Equipment <	¢	(24.550)
\$5,000	\$	(24,550)
A.5630.110 BUS Salaries	\$	(14,320)
A.5630.130 BUS Wages	\$	(30,330)
A.5630.140 BUS Temporary	\$	(36,715)
A.5630.450 BUS Contracted Services	\$	(22,650)
A.5630.455 BUS Miscellaneous	\$	(20,990)
A.5630.455 BUS Vehicle Expense	\$	(27,500)
A.5630.810 BUS NYS Retirement A.7110.130 PARKS AND PLAYGROUNDS MAINTENANCE	\$	(11,645)
Wages	\$	(7,475)
A.7110.140 PARKS AND PLAYGROUNDS MAINTENANCE		
Temporary A.7110.810 PARKS AND PLAYGROUNDS MAINTENANCE	\$	(25,525)
NYS Retirement	\$	(8,015)
A.7140.130 ATHLETIC FACILITIES MAINTENANCE Wages	\$	(32,000)
A.7140.810 ATHLETIC FACILITIES MAINTENANCE NYS		
Retirement	\$	(10,735)

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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											
TOTAL	 			 			 				

YEA	NAY

A.7141.140 RECREATION PROGRAMS AND EVENTS	
Temporary	\$ (11,795)
A.7180.130 SWIMMING POOLS Wages	\$ (7,900)
A.8020.430 PLANNING Contracted Services	\$ (72,625)
A.8140.130 STORM SEWER Wages	\$ (19,675)
A.8140.430 STORM SEWER Contracted Services	\$ (85,840)
A.8160.130 REFUSE AND RECYCLE Wages	\$ (79,500)
A.8160.150 REFUSE AND RECYCLE Overtime	\$ (7,600)
A.8160.430 REFUSE AND RECYCLE Contracted Services	\$ (40,420)
A.8160.810 REFUSE AND RECYCLE NYS Retirement	\$ (14,990)
A.8160.830 REFUSE AND RECYCLE Social Security	\$ (7,160)
A.8160.840 REFUSE AND RECYCLE Workers' Compensation	\$ (19,625)
A.8160.850 REFUSE AND RECYCLE Health Insurance	\$ (32,580)
A.9050.800 OTHER EXPENSES Unemployment Insurance	\$ (25,000)
	\$ (2,338,470)

### **COMMUNITY DEVELOPMENT FUND**

CD.8668.110 CDBG Salaries	\$ 3,850	Under appropriated
CD.8668.120 CDBG Clerical	\$ 1,710	Under appropriated
CD.8668.130 CDBG Wages	\$ 7,465	Under appropriated
CD.8668.175 CDBG Health Insurance Buyout	\$ 20	Under appropriated
CD.8668.450.861 CDBG Grant - 2016 Entitlement Miscellaneous	\$ 4,705	Under appropriated
CD.8668.810 CDBG NYS Retirement System	\$ 1,285	Under appropriated
CD.8668.850 CDBG Health Insurance	\$ 2,265	Under appropriated
	\$ 21,300	

## CD.8668.430 CDBG Grant Contracted Services \$ (21,300) \$ (21,300)

### WATER FUND

F.1990.430 CONTINGENCY Contingency	\$ 10,810	Under appropriated
F.8310.110 WATER ADMINISTRATION Salaries	\$ 1,255	Budgeted in contingency account

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts

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

F.8310.130 WATER ADMINISTRATION Wages	\$	90	Under appropriated
F.8310.455 WATER ADMINISTRATION Vehicle Expense	\$	160	Under appropriated
F.8310.465 WATER ADMINISTRATION Equipment <			
\$5,000	\$	850	Under appropriated
F.8320.410 SOURCE OF SUPPLY, POWER & PUMPING Utilities	\$	158,515	Under appropriated
F.8320.420 SOURCE OF SUPPLY, POWER & PUMPING	φ	130,313	опист арргориалей
Insurance	\$	8,570	Under appropriated
F.8320.430 SOURCE OF SUPPLY, POWER & PUMPING		,	11 1
Contracted Services	\$	23,070	Under appropriated
F.8320.440 SOURCE OF SUPPLY, POWER & PUMPING			
Fees, Non-employee	\$	25	Under appropriated
F.8330.110 WATER PURIFICATION Salaries	\$	2,740	Budgeted in contingency account
F.8330.140 WATER PURIFICATION Temporary	\$	1,160	Under appropriated
F.8330.410 WATER PURIFICATION Utilities	\$	27,200	Under appropriated
F.8330.455 WATER PURIFICATION Vehicle Expense	\$	510	Under appropriated
F.8330.460 WATER PURIFICATION Materials and Supplies	\$	21,595	Under appropriated
F.8330.840 WATER PURIFICATION Workers'	\$		
Compensation	2,125		Under appropriated
F.8340.130 TRANSMISSION AND DISTRIBUTION Wages	\$	885	Under appropriated
F.8340.175 TRANSMISSION AND DISTRIBUTION Health Insurance Buy-out	\$	3,150	Under appropriated
F.8340.250 TRANSMISSION AND DISTRIBUTION Other	Ψ	3,130	опист арргориатей
Equipment	\$	20,840	Under appropriated
F.8340.410 TRANSMISSION AND DISTRIBUTION			
Utilities	\$	6,520	Under appropriated
F.8340.440 TRANSMISSION AND DISTRIBUTION Fees,	Φ.	2.055	**
Non-employee F.8340.460 TRANSMISSION AND DISTRIBUTION	\$	3,075	Under appropriated
Materials and Supplies	\$	30,400	Under appropriated
Materials and Supplies	\$	323,545	onder appropriated
	Φ	323,343	
F.8310.250 WATER ADMINISTRATION Other Equipment	\$	(13,700)	
F.8310.430 WATER ADMINISTRATION Contracted Services	\$	(10,000)	
		, , , ,	
F.8310.450 WATER ADMINISTRATION Miscellaneous F.8320.465 SOURCE OF SUPPLY, POWER & PUMPING	\$	(3,675)	
Equipment < \$5,000	\$	(8,100)	
Equipment (40,000	Ψ	(0,100)	

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts

G.8110.455 SEWER ADMINISTRATION Vehicle Expense

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 .....

635 Under appropriated

YEA	NAY

F.8330.130 WATER PURIFICATION Wages	\$ (51,000)	
F.8330.150 WATER PURIFICATION Overtime	\$ (5,000)	
F.8330.420 WATER PURIFICATION Insurance	\$ (12,000)	
F.8330.430 WATER PURIFICATION Contracted Services	\$ (70,000)	
F.8330.440 WATER PURIFICATION Fees, Non-employee	\$ (455)	
F.8330.450 WATER PURIFICATION Miscellaneous	\$ (5,000)	
F.8330.465 WATER PURIFICATION Equipment < \$5,000	\$ (46,000)	
F.8330.810 WATER PURIFICATION NYS Retirement F.8340.110 TRANSMISSION AND DISTRIBUTION	\$ (13,400)	
Salaries	\$ (12,900)	
F.8340.140 TRANSMISSION AND DISTRIBUTION Temporary F.8340.150 TRANSMISSION AND DISTRIBUTION	\$ (11,000)	
Overtime	\$ (3,900)	
F.8340.230 TRANSMISSION AND DISTRIBUTION Motor Vehicle F.8340.430 TRANSMISSION AND DISTRIBUTION	\$ (1,900)	
Contracted Services	\$ (8,000)	
F.8340.450 TRANSMISSION AND DISTRIBUTION Miscellaneous F.8340.465 TRANSMISSION AND DISTRIBUTION	\$ (2,015)	
Equipment < \$5,000 F.8340.810 TRANSMISSION AND DISTRIBUTION NYS	\$ (18,000)	
Retirement	\$ (8,400)	
F.8340.830 TRANSMISSION AND DISTRIBUTION Social Security F.8340.840 TRANSMISSION AND DISTRIBUTION	\$ (3,600)	
Workers' Compensation	\$ (11,000)	
F.9065.800 OTHER EXPENSES Medicare Reimbursements	\$ (4,500)	
	\$ (323,545)	
SEWER FUND		
G.8110.110 SEWER ADMINISTRATION Salaries	\$ 1,395	Budgeted in contingency account
G.8110.130 SEWER ADMINISTRATION Wages	\$ 90	Under appropriated
G.8110.250 SEWER ADMINISTRATION Other Equipment	\$ 2,835	Under appropriated

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

G.8120.110 SANITARY SEWER Salaries	\$ 215	Budgeted in contingency account
G.8120.150 SANITARY SEWER Overtime	\$ 2,075	Under appropriated
G.8120.410 SANITARY SEWER Utilities	\$ 895	Under appropriated
G.8120.440 SANITARY SEWER Fees, Non-employee	\$ 1,115	Under appropriated
G.8120.455 SANITARY SEWER Vehicle Expense	\$ 42,000	Under appropriated
G.8120.460 SANITARY SEWER Materials and Supplies G.8130.110 SEWAGE TREATMENT AND DISPOSAL	\$ 7,945	Under appropriated
Salaries G.8130.410 SEWAGE TREATMENT AND DISPOSAL	\$ 12,575	Budgeted in contingency account
Utilities G.8130.440 SEWAGE TREATMENT AND DISPOSAL	\$ 221,125	Under appropriated
Fees, Non-employee G.8130.840 SEWAGE TREATMENT AND DISPOSAL	\$ 1,115	Under appropriated
Workers' Compensation	\$ 28,885	Under appropriated
G.9040.800 OTHER EXPENSES Worker's Compensation	\$ 725	Under appropriated
G.9060.800 OTHER EXPENSES Health Insurance - Retirees	\$ 28,675	Under appropriated
G.9065.800 OTHER EXPENSES Medicare Reimbursements	\$ 2,700	Under appropriated
G.9089.800 OTHER EXPENSES Other Employee Benefits	\$ 5	Under appropriated
G.9710.600 OTHER EXPENSES Serial Bonds - Principal	\$ 237,980	Under appropriated
G.9950.900 OTHER EXPENSES Transfer to Capital Fund	\$ 17,000	Under appropriated
	\$ 609,985	
G.1990.430 CONTINGENCY Contracted Services G.8110.430 SEWER ADMINISTRATION Contracted	\$ (37,290)	
Services G.8110.440 SEWER ADMINISTRATION Fees, Non-	\$ (11,000)	
employee	\$ (1,255)	
G.8120.130 SANITARY SEWER Wages	\$ (17,000)	
G.8120.250 SANITARY SEWER Other Equipment	\$ (5,625)	
G.8120.420 SANITARY SEWER Insurance	\$ (5,500)	
G.8120.430 SANITARY SEWER Contracted Services	\$ (14,000)	
G.8120.450 SANITARY SEWER Miscellaneous	\$ (1,500)	
G.8120.465 SANITARY SEWER Equipment < \$5,000	\$ (3,000)	
G.8120.810 SANITARY SEWER NYS Retirement	\$ (1,815)	
G.8120.830 SANITARY SEWER Social Security	\$ (2,000)	

## **RESOLUTION**

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Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts 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

G.8120.840 SANITARY SEWER Workers' Compensation	\$	(11,000)	
G.8130.130 SEWAGE TREATMENT AND DISPOSAL Wages	\$	(83,000)	
G.8130.140 SEWAGE TREATMENT AND DISPOSAL			
Temporary G.8130.250 SEWAGE TREATMENT AND DISPOSAL	\$	(3,000)	
Other Equipment	\$	(70,000)	
G.8130.430 SEWAGE TREATMENT AND DISPOSAL	Ф	(40,000)	
Contracted Services G.8130.450 SEWAGE TREATMENT AND DISPOSAL	\$	(40,000)	
Miscellaneous	\$	(30,000)	
G.8130.455 SEWAGE TREATMENT AND DISPOSAL	ď	(12,000)	
Vehicle Expense G.8130.460 SEWAGE TREATMENT AND DISPOSAL	\$	(13,000)	
Materials and Supplies	\$	(107,000)	
G.8130.465 SEWAGE TREATMENT AND DISPOSAL Equipment < \$5,000	¢	(12,000)	
G.8130.810 SEWAGE TREATMENT AND DISPOSAL NYS	\$	(12,000)	
Retirement	\$	(16,000)	
G.8130.830 SEWAGE TREATMENT AND DISPOSAL	¢	(0,000)	
Social Security	\$	(9,000)	
G.9050.800 OTHER EXPENSES Unemployment Insurance G.9730.600 OTHER EXPENSES Bond Anticipation Note -	\$	(1,000)	
Principal	\$	(115,000)	
	\$	(609,985)	
LIBRARY FUND			
L.7410.120 LIBRARY Clerical	\$	3,890	Under appropriated
L.7410.130 LIBRARY Wages	\$	885	Under appropriated
L.7410.175 LIBRARY Health Insurance Buy-out	\$	205	Under appropriated
L.7410.410 LIBRARY Utilities	\$	12,255	Under appropriated
L.7410.460 LIBRARY Materials and Supplies	\$	3,050	Under appropriated
L.7410.465 LIBRARY Equipment < \$5,000	\$	300	Under appropriated
L.9040.800 OTHER EXPENSES Worker's Compensation	\$	70	Under appropriated
L.9065.800 OTHER EXPENSES Medicare Reimbursements	\$	440	Under appropriated
L.9089.800 OTHER EXPENSES Other Employee Benefits	\$	70	Under appropriated
	\$	21,165	

## **RESOLUTION**

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Insurance

Non-pharmacy Claims

Approving Re-adoption of General Fund, Risk Retention and Tourism Fund Budgets and Supplemental Appropriation No. 1 for Fiscal Year 2021-22 for Various Accounts Council Member HICKEY, Patrick J.

 $\label{eq:council Member OLNEY III, Clifford G.} Council Member OLNEY III, Clifford G.$ 

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

\$

Total .....

(235)

(316,885) (317,120)

YEA	NAY
	_
·	

L.1990.430 CONTINGENCY Contracted Services	\$ (20,000)	
L.7410.420 LIBRARY Insurance	\$ (1,165)	
	\$ (21,165)	
SELF FUNDED HEALTH INSURANCE FUND		
MS.1710.110 SELF FUNDED HEALTH INSURANCE		
Salaries	\$ 235	Under appropriated
MS.9060.430.003 SELF FUNDED HEALTH INSURANCE		
Pharmacy Claims	\$ 316,885	Under appropriated
	\$ 317,120	
MS.1710.420 SELF FUNDED HEALTH INSURANCE		

MS.9060.430.002 SELF FUNDED HEALTH INSURANCE

## October 12, 2022

To:

The Honorable Mayor and City Council

From:

Michael A. Lumbis, Planning & Community Development Director

Subject:

Approving an Amendment to the Subrecipient Agreement with Neighbors

of Watertown, Inc. for the 2018 Community Development Block Grant

Rental Rehabilitation Program

The City Council approved a subrecipient agreement with Neighbors of Watertown, Inc. (NOW) on November 19, 2018, to administer the 2018 Community Development Block Grant (CDBG) Rental Rehabilitation Program. The original agreement with NOW was for \$150,000.

Staff has been working with an applicant that owns rental property and is interested in participating in the program, however there was not enough CDBG funding left in the rental rehab budget to cover the cost of the project. Recently, the City received Program Income from previous housing projects, which resulted in enough funding to cover the rehabilitation of additional units for our rental rehabilitation program.

The proposed amendment would add \$35,000 to the agreement which will bring the total contract cost with NOW to \$185,000.00.

A resolution approving the Amendment to the subrecipient agreement with Neighbors of Watertown for an additional \$35,000.00 has been prepared for City Council's consideration.

recondition 140.	October 17, 2022	1	1
RESOLUTION		YEA	NAY
Page 1 of 1	Council Member HICKEY, Patrick J.		
rage roi r	Council Member OLNEY, Clifford G. III		
Approving an Amendment to the	Council Member PIERCE, Sarah V.C		
Subrecipient Agreement with Neighbors of Watertown, Inc. for the 2018 Community	Council Member RUGGIERO, Lisa A.		
Development Block Grant Rental	Mayor SMITH, Jeffrey M.		
Rehabilitation Program	Total		
Introduced by			
Grant fund from previous projects, and	n, and ome funding in its Community Development gible rental rehabilitation project that require		
additional funding, and			
WHEREAS an amendment to the agree Watertown has been drafted, which increases revised total of \$185,000.00,	eement between the City and Neighbors of the amount of the contract by \$35,000.000,	for a	
NOW THEREFORE BE IT RESOLV to the 2018 Community Development Block with Neighbors of Watertown, Inc., a copy of		ent	
BE IT FURTHER RESOLVED that the authorized and directed to execute said Amen	he City Manager, Kenneth A. Mix, is hereby adment on behalf of the City of Watertown.	,	
Seconded by			

## AGREEMENT AMENDMENT

## 2018 Community Development Block Grant Rental Rehabilitation Program

The Agreement entered into on the 19<sup>th</sup> day of November, 2018 by and between the City of Watertown, a municipal corporation having its principal office located at 245 Washington Street, Watertown, New York 13601, hereinafter referred to as the "City" and Neighbors of Watertown, Inc. with its principal office at 112 Franklin Street, Watertown, New York, 13601, hereinafter referred to as the "Subrecipient," is hereby amended.

#### WITNESSETH:

WHEREAS Neighbors of Watertown has identified an eligible rental rehabilitation project that requires additional funding to complete, and

WHEREAS the City has additional funding available in its Community Development Block Grant program income fund from previous projects, and

WHEREAS in order to complete the project, the City is amending the 2018 Rental Rehabilitation budget to include \$35,000 in additional funding from program income, and

WHEREAS the Rental Rehabilitation project can be completed without an amendment to the Annual Action Plan, and

NOW THEREFORE, the City and the Subrecipient do mutually agree to amend their Subrecipient Agreement dated the 19<sup>th</sup> day of November, 2018, as follows:

The total payment listed in Section IV. A of the Subrecipient Agreement is hereby increased by \$35,000.000 to a total amount not to exceed \$185,000.000, the Scope of Services in Section I. B is hereby modified from six (6) eligible rental housing units to eight (8) and the ending date of the contract term in Section II. A is changed to December 31, 2023.

		Date:
By:	Kenneth A. Mix	***************************************
	City Manager	
Neigl	abors of Watertown:	
		Datas
		Date:
By:	Reginald J. Schweitze	er Ir
Dy.	Teginara J. Don voteza	.,



C&S Companies 200 Washington St. Suite 402B Watertown, NY 13601 p: (315) 455-2000 www.cscos.com

October 5, 2022

Mr. Michael Delaney, P.E., City Engineer City of Watertown 245 Washington Street Watertown, NY 13601

RE: Facility Assessment and Feasibility Study

**UPDATED STUDY** 

William J. Flynn Municipal Swimming Pool

File: 129.MKT

Dear Michael,

C&S Engineers Inc. is pleased to present our updated scope and proposed cost for the Flynn Pool and Bathhouse project as per suggestions from the City Council at their July 07, 2022 work session meeting. As part of the above services, the Rough Order of Magnitude (ROM) estimate is broken down into (2) Options with an Alternate to provide new toilet rooms accessible from the exterior parking lot.

- As part of this phase we keyed in on two options for a new pool. The first being a
  zero entry with same capacity and configuration as the Thompson Park Pool and
  the second being a zero entry smaller and L-Shaped Pool. See ATTACHED sketch
  date 8/11/22.
- As part of this phase we further reviewed Option B (from the report dated 7/5/22) for the restoration of the existing Flynn Bathhouse to reduce scope and cost to major components as per discussions with the City Council, City Engineering and Parks and Recreation. The below items were determined at our scoping / value engineering meeting on August 8<sup>th</sup> 2022:
  - Maintain existing roof deck and delete extending exterior walls.
  - New handicap operation push plates at doors to pool in lieu of relocating doors to provide accessible clearances.
  - Delete new lockers.
  - Delete kitchen upgrades to existing Concession area.
- As requested we have provide a separate line item cost to Add a basic splash pad with a rain umbrella and recessed deck water jets.

City of Watertown- Flynn Pool October 5, 2022 Page 2

- As requested (by City Council) the last item that the City Council would like to see (as a line item) in this proposed estimate would be the renovation of the concession room into two exterior accessible toilet rooms. The estimate of probable cost for the Two proposed Toilet Rooms with all associated work would be \$150,000.
  - Fill in the concession window with matching concrete masonry and Brick.
  - Cut existing concrete masonry and brick for an additional door. Provide new FRP frame and door.
  - o Cut and remove existing concrete slab as required for new plumbing
  - Provide all rough in plumbing and fixtures

#### **Estimate**

The attached estimate is based on the above scope. Associated costs reflect the current estimated market value of the project at the date indicated above.

This estimate represents a reasonable opinion of cost based on several public and proprietary sources of information. It is not a prediction of the successful bid from a contractor as bids will vary due to fluctuating market conditions, lack of surplus bidders, perception of risk, and so on. Consequently, this estimate is expected to fall within the range of bids from multiple competitive contractors or subcontractors. We do not warrant that bids or negotiated prices will not very from the final construction cost estimate.

#### **Exclusions**

Soft Costs (design fees, third party testing etc.)

Construction Contingency (Change Order Reserve)

Rock Excavation

Geotechnical testing and engineering

City of Watertown- Flynn Pool October 5, 2022 Page 3

## **Schedule**

10/11/22 Review scope and costs with the City Council.

November 2022-March 2023 Construction documents

April 2023 Bidding

May 2023 Award Contracts and start the submittal process

May 26 2024 Project Completion

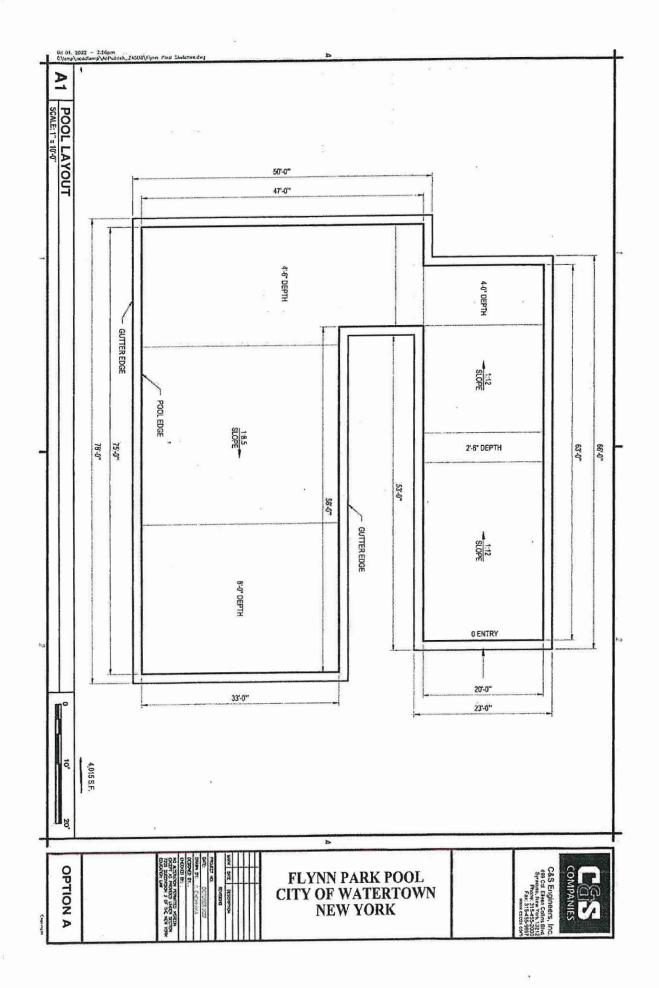
If you have any questions regarding this Study or require additional information, please do not hesitate to contact me.

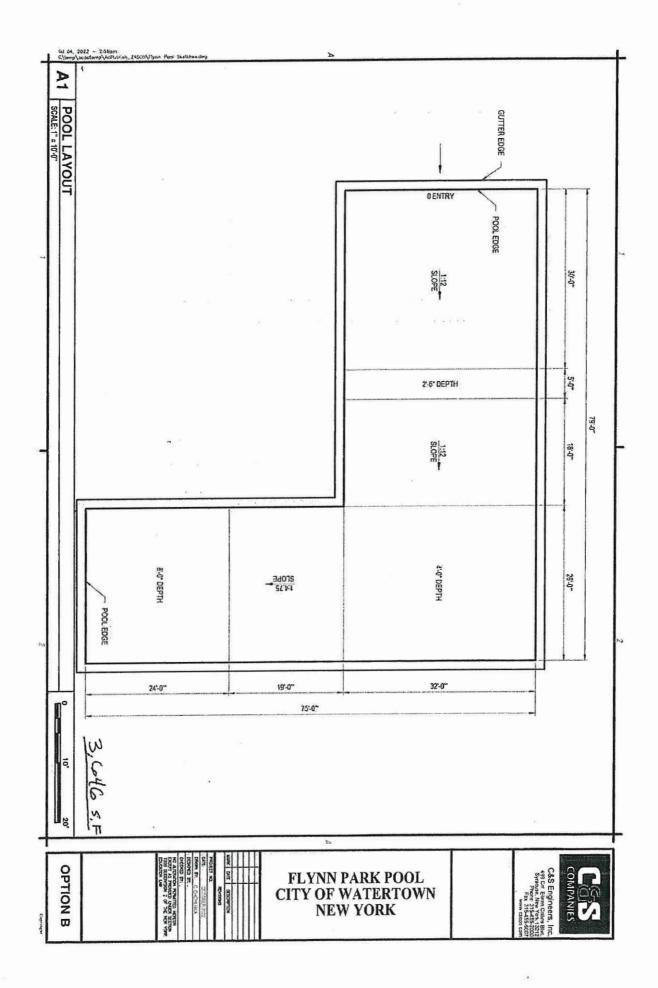
Sincerely,

C&S ENGINEERS, INC.

Patrick Currier, RA Managing Architect

Cc: Ronald Jackson, P.E.





10/3/2022

OPTION		EST. COST (A)	EST. COST (B)
Option A	148,000 gal <b>U-Shaped Pool</b> zero entry (same as Thompson Park) and associated pool equipment	\$1,997,000	
	3,973 s.f. Occupants: 220 Existing Filter Building improvements Filter System Mechanical / Plumbing Systems (related to pool) Electrical Systems (related to pool and Mechanical Room)		£
Option B	110,000 gai L Shaped Pool 32 foot wide zero depth entry and associated pool equipment		\$1,637,000
	3,647 s.f. Occupants: 217 Existing Filter Building improvements Filter System Mechanical / Plumbing Systems (related to pool) Electrical Systems (related to pool and Mechanical Room) Renovations of Existing Bathouse	\$1,071,360	\$1,071,360
	Replace all existing doors and frames with new FRP doors and frames.  Replace all existing Exit lights and install new emergency lighting.  Replace all existing plumbing fixtures.		
	Upgrade interior to current Accessibility Codes and Standards including but not limited to the ANSI 117 and ADA, The Americans with Disabilities Act. Remove doors and frames from lobby to locker rooms and provide solid frame. Provide push plate (ADA operator) door controls from shower rooms to pool area. Reconfigure all fixtures to meet current codes and standards.	ű.	s •
	Reconfigure all fixtures to meet current codes and standards.  Reconfigure the gang showers into individual shower stalls.  Replace existing ceramic wall and floor tile in the bathroom areas.  Replace existing toilet room partitions in the bathroom and changing room areas.  Replace existing benches in locker rooms		
	Provide epoxy paint finish on all of the walls.  Replace existing roofing with new fully adhered tapered insulation and EPDM.  Install new gypsum board soffits to enclose any electrical / mechanical systems.  Replace the Mechanical system in its entirety.		ė
	Replace all of the interior and exterior lights with new LED fixtures.		
	No work in the Concession area.		
	Remove and replace 600 s.f. of brick veneer in areas of cracks and tooth in new brick to match existing.		
	Splash Pad Shower Umbrella Ground Jets	\$27,000	\$27,000
	Site / Civil	\$158,000	\$158,000
	TOTAL ESTIMATED PROBABLE COST	\$3,253,360	\$2,893,360

## October 17, 2022

To:

The Honorable Mayor and City Council

From:

Kenneth A. Mix, City Manager

Subject:

**Board and Commission Appointments** 

Below is a listing of recent and upcoming term expirations on City Boards and Commissions for City Council review.

				Date of	Term
<b>Board or Commission</b>	Appointed By	Term	Name of Member	Appt.	<b>Expires</b>
Board of Assessment Review	Council	5 Years	Benjamin E. Grass	09/30/2017	9/30/2022
Board of Ethics	Council	1 Year	Stephen A. Jennings	1/19/2021	12/31/2022
Board of Ethics	Council	1 Year	Cary J. Parker	12/21/2021	12/31/2022
Board of Ethics	Council	1 Year	Yvonne F. Reff	12/21/2021	12/31/2022
Board of Ethics	Council	1 Year	Arthur C. Stever III	12/21/2021	12/31/2022
Board of Ethics	Council	1 Year	VACANT		12/31/2022
City Constable	Council	1 Year	Patrick T. Connell	12/21/2021	12/31/2022
Deputy City Constable	Council	1 Year	Robert D. Connell	12/21/2021	12/31/2022
Flower Memorial Library	Mayor w/Council	11 Years	Paul DiFabion	11/19/2017	12/31/2022

We have reached out to the listed individuals to determine if they are interested in renewing their respective appointments and the results are:

Benjamin Grass is a yes to renew his term.

Steve Jennings is a yes to renew his term.

Cary Parker is a yes to renew his term.

Yvonne Reff is a yes to renew her term.

Arthur Stever is a no for renewing

Patrick and Robert Connell are both a yes to renew their terms as City and Deputy Constables.

Paul DiFabion is a yes to renew his term.

If the Council agrees, resolutions re-appointing the interested individuals will be prepared for the November 7<sup>th</sup> Council Meeting.

To:

The Honorable Mayor and City Council

From:

Michael A. Lumbis, Planning & Community Development Director

Subject:

Request to Change the Traffic Pattern for a Portion of Winthrop Street

Staff received the attached request from APD Architecture and Engineering on behalf of Hospitality Syracuse Inc., requesting a change to the traffic pattern on a portion Winthrop Street to two-way traffic.

Originally, APD proposed to convert the entire length of Winthrop Street to two-way traffic, but staff had concerns about the loss of on-street parking for the church and school, as well as left hand turns on to State Street. As a result of these concerns, they are now requesting to only convert a portion of the street, between State Street and the Holy Family Church parking lot to two-way traffic.

The request to change the traffic pattern is in order to serve vehicles entering and exiting the parcels along State Street that are under contract and proposed for development by Hospitality Syracuse, Inc. They feel that allowing two-way traffic will alleviate the amount of traffic along the residential portion of Winthrop Street and provide better traffic flow and access to the site.

If this is something that the City Council is willing to consider, staff can work with APD Engineering to pursue a traffic study to determine potential impacts. Staff will also ensure that APD does additional outreach to neighboring property owners for their feedback on the potential change in traffic pattern.



APD Project No. 22-0408

October 5, 2022

Watertown City Council City of Watertown 245 Washington St Watertown NY 13601

RE:

Taco Bell Winthrop/State St - Proposed Change to 2-way Road

Dear City Council Members,

My client, Hospitality Syracuse Inc, has three parcels under contract at the southeast corner of State St and Winthrop St. We are currently working with them on a full site plan package for a proposed Taco Bell at this location. This would be the second location within the City for this franchisee. Winthrop St is currently a 24' one way road (southbound direction of travel only). Based on the proposed development, we would like to request the portion of Winthrop St. from State St. to the Church of the Holy Family, be changed to allow for two-way travel. This would allow Taco Bell customers to exit the site via Winthrop St and access State St.

There is no on-street parking allowed along this portion of Winthrop St. As part of the Taco Bell development, we will be working with the church to modify their parking lot, add parking, and allow cross access and shared parking between the church and Taco Bell. There are approximately 26 parking spaces on the church parcel under existing conditions. Based on the current sketch plan, we are proposing 60 parking spaces to be shared between the two parcels. Taco Bell has a very small parking demand on Sunday mornings and a significant portion of this parking would be available to church patrons for Sunday morning services.

South of proposed entrance to the church parking lot, we would propose to main the one-way street status and on-street parking with no modifications proposed.

We will be providing complete submittal packages to the Planning Board and Zoning Board as applicable to the full project. However, we would like to obtain preliminary feedback from the Council on the feasibility of this option before we proceed with full design and project development. We are willing to provide additional signage on Winthrop St. indicating no parking along this portion of the road as well as a No Left Turn sign on to State St, if the City determines this is feasible. We can also obtain a traffic study to analyze this portion of the street and any potential impacts or mitigation required to convert the portion of the street to two-way travel.

Should you have any questions, comments, or are in need of additional information, please feel free to contact me at 585-742-0204 or <a href="mailto:salbright@apd.com">salbright@apd.com</a>.

Sincerely,

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Stephanie Albright, P.E. Senior Civil Engineer

