

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, May 1, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 1, 2023, 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

PROCLAMATION

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Accepting the Proposal for Burlington Street Reconstruction Design Services - Aubertine & Currier
- Resolution No. 2 - Initiating SEQRA Coordinated Review and Declaring Intent to be Lead Agency for the Water Treatment Plant Water Quality Improvement Project
- Resolution No. 3 - Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2023
- Resolution No. 4 - Adopting City of Watertown FTA Controlled Substance and Alcohol Testing Policy
- Resolution No. 5 - Accepting Bid for Ready Mix Concrete Products Watertown Concrete
- Resolution No. 6 - Accepting Bid for 535 Olive Street Demolition Project Bronze Contracting, LLC
- Resolution No. 7 - Authorizing Payment to National Grid for the Proposed Street Lighting Removal on Court Street by for the Downtown Streetscape Project
- Resolution No. 8 - Supporting the Continued Operation of the Midtown Towers and the Emma Flower Taylor Fire Station Polling Locations

Resolution No. 9 - Accepting Bid for Thompson Park Golf Clubhouse Electrical Upgrades Project Blackstone Electric

ORDINANCES

LOCAL LAW

1. A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Budget Session Schedule
2. Public Hearings for 2023-24 Operating Budgets and 2023-24 through 2027-28 Capital Budget
3. USDA Forest Service Urban & Community Forestry Inflation Reduction Act Notice of Funding Opportunity
4. Fair Housing Education and Enforcement Program – Annual Report

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss Collective Bargaining

WORK SESSION

Next Work Session is scheduled for Thursday, May 4, 2023, 1 p.m. to 3p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, May 15, 2023

Res No. 1

April 21, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: RFP #2023-06 Burlington St. Reconstruction Design Services
Letter of Recommendation

The City of Watertown has identified Burlington Street on the City's north side as a street in need of full reconstruction, including utility, sewer, water, and ADA accessibility upgrades. To that end, the City's 2022 Community Development Block Grant (CDBG) Program Year 2022 Annual Action Plan, which the City Council adopted on June 20, 2022, identifies Burlington Street Reconstruction – Design as a CDBG project for PY 2022. Additionally, the PY 2023 Annual Action Plan will program CDBG funding toward the construction phase.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors for Burlington Street Reconstruction Design Services, per City specifications and publicly opened and read the sealed proposals on March 2, 2023, at 3:00 p.m. EST. Proposals were provided to thirty-five (35) potential vendors.

The Purchasing Department received five (5) sealed proposal submittals and the tabulations are shown below:

Vendor Name Location and Point of Contact	GHD	Aubertine & Currier	BCA Architects & Engineers	GYMO	Barton & Loguidice
	5788 Widewaters Parkway	522 Bradley St	15 Public Sq	18969 US Route 11	120 Washington St suite 100
	Syracuse, NY 13214	Watertown, NY 13601	Watertown, NY 13601	Watertown, NY 13601	Watertown, NY 13601
	Jon Putnam	Matthew Morgia	Michael Altieri	Patrick Scordo	Anthony DaRin
	jon.putnam@ghd.com	mmm@aubertinecurrier.com	matlieri@thebcgroup.com	web@gymodpc.com	adarin@bartonandloguidice.com
Total Base Bid	\$112,500.00	\$170,500.00	\$179,500.00	\$189,500.00	\$250,400.00

The Purchasing Manager and the Planning, Engineering, Public Works, and Water Departments reviewed the proposals to discuss and weigh all relevant qualifications and ensure compliance with the specifications. The departments above hereby recommend that City Council award the total base bid for Burlington Street Reconstruction Design Services to Aubertine & Currier at a total price of **\$170,500.00**.

CDBG Entitlement funding will pay for \$50,000 of the consulting fee, with the remainder coming from the American Rescue Plan Act (ARPA). When the project advances to the construction phase, Staff estimates a total construction cost of approximately \$1,375,000, of which the 2023 Annual Action Plan will program \$275,000 of CDBG Entitlement funding, with the remainder coming from future bonding.

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

RESOLUTION

Page 1 of 1

Accepting the Proposal for Burlington Street
Reconstruction Design Services –
Aubertine & Currier

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council adopted the Community Development Block Grant (CDBG)
Program Year 2022 Annual Action Plan on June 20, 2022, and

WHEREAS the 2022 Annual Action Plan identifies Burlington Street Reconstruction –
Design as a CDBG project for the 2022 Program Year with the construction phase of the project
proposed for the Program Year 2023 Annual Action Plan, and

WHEREAS the Purchasing Department advertised and received five (5) sealed proposals
for Burlington Street Reconstruction Design Services, and

WHEREAS on March 2, 2023, at 3:00 p.m. the proposals received were publicly opened
and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposals received
with the Planning, Engineering, Public Works and Water Departments and it is their
recommendation that the City Council accept the proposal submitted by Aubertine & Currier, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown
hereby accepts the proposal received from Aubertine & Currier in the amount of \$170,500.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	BURLINGTON ST. RECONSTRUCTION DESIGN
RFP Number:	2023-06
Bid Opening Date:	MARCH 2, 2023 @ 3:00 P.m.

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

Vendor Name Location and Point of Contact	GHD	Aubertine & Currier	BCA Architects & Engineers	GYMO	Barton & Loguidice
	5788 Widewaters Parkway	522 Bradley St	15 Public Sq	18969 US Route 11	120 Washington St suite 100
	Syracuse, NY 13214	Watertown, NY 13601	Watertown, NY 13601	Watertown, NY 13601	Watertown, NY 13601
	Jon Putnam	Matthew Morgia	Michael Altieri	Patrick Scordo	Anthony DaRin
	jon.putnam@ghd.com	mrm@aubertinecurrier.com	matlieri@thebcgroup.com	web@gymodpc.com	adarin@bartonandloguidice.com
Total Base Bid	\$112,500.00	\$170,500.00	\$179,500.00	\$189,500.00	\$250,400.00

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [May 1, 2023] (“Effective Date”) between
[City of Watertown, 245 Washington St, Watertown NY 13601] (“Owner”) and
[Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC, 522 Bradley St,
Watertown, NY 13601] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[2023-06 Burlington Street Reconstruction Design] (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [Survey and Design of Street Reconstruction, including: asphalt, curb, sidewalk, water, sewer and storm utilities, landscape plantings, street lights, and coordination with private utilities.]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A, RFP 2023-06 Request for Proposals: Burlington Street Reconstruction Design; A&C's March 2, 2023 Statement of Qualifications and Fee Proposal; and April 12, 2023 Schedule of Services.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (~~2013~~ 2018 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions

to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional

insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 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.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are

or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of

Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other

Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ NOT USED
- E. ~~Exhibit E, Notice of Acceptability of Work.~~ NOT USED
- F. ~~Exhibit F, Construction Cost Limit.~~ NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. ~~Exhibit J, Special Provisions.~~ NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to 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 this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [City of Watertown]

Engineer: [Aubertine and Currier Architects, Engineers
& Land Surveyors, PLLC]

By: []
Print name: [Kenneth Mix]
Title: [City Manager]
Date Signed: []

By: [*Annette M. Mason*]
Print name: [Annette M Mason]
Title: [Managing Partner]
Date Signed: [April 12, 2023]

Engineer License or Firm's Certificate No. (if required):

[081071]

State of: [NY]

Address for Owner's receipt of notices:

[245 Washington Street
Watertown, NY 13601]

Address for Engineer's receipt of notices:

[522 Bradley Street
Watertown, NY 13601]

Designated Representative (Paragraph 8.03.A):

[]
Title: []
Phone Number: []
E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[Matthew R. Morgia, PE]
Title: [Civil Engineer, Partner]
Phone Number: [315-782-2005]
E-Mail Address: [mrm@aubertinecurrier.com]

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 ~~Study and Report Phase~~ Existing Conditions Analysis, Draft Designs and Stakeholder Feedback

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the ~~Study and Report Phase~~ Draft Design of such potential solutions:
 - b. If Owner has not identified specific potential solutions for ~~study and evaluation~~ Draft Design, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's ~~Study and Report Phase~~ Draft Design, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, multiple potential solutions, then identify [No More Than Two (2)] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. ~~Study-Prepare~~ and evaluate the potential Draft Design solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related Basis of Design report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
 8. Prepare a Basis of Design report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of ~~building information modeling~~; civil integrated management; geotechnical baselining of subsurface site conditions; ~~innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques~~ for assisting in the design of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
 - ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Perform or provide the Existing Conditions Analysis and Draft Designs as outlined within the Project Approach. See Exhibit A.
 15. Furnish [.pdf] review copies of the ~~Report and any other Study and Report~~ Draft Design Phase deliverables to Owner within [+/- 60] days of the Effective Date and review it with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the ~~Report and any other Study and Report~~ Draft Design Phase deliverables in response to Owner's comments, as appropriate, and furnish [.pdf] copies of the revised ~~Report and any other Study and Report~~ Draft Design Phase deliverables to the Owner within [14] days of receipt of Owner's comments.
- B. Engineer's services under the ~~Study and Report~~ Draft Design Phase will be considered complete on the date when Engineer has delivered to Owner the ~~Report and any other Study and Report~~ revised Draft Design deliverables.

- C. Assist Owner in a community engagement meeting led by Design Team, hosted by the City. Present Draft Designs during Public engagement workshop. Gather public input, hear ideas from community and document meeting.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the ~~Report and any other Study and Report~~ Draft Design Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for

proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, ~~2013~~ 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: Exhibit A.
 10. Furnish [.pdf] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [.pdf] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals

between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: Exhibit A.
 10. Furnish for review by Owner, its legal counsel, and other advisors, [.pdf] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [90] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [.pdf and one Stamped] final copy of such documents to Owner within [14] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [one (1)]. If more prime contracts are

awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- ~~A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~
- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~
 - ~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
 - ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
 - ~~4. Consult with Owner as to the qualifications of prospective contractors.~~
 - ~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
 - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
 - ~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~
 - ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
 - ~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [~~
~~***List any such tasks or deliverables here.***~~
~~]~~
- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 *Construction Phase*

A. ~~Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***~~
- ~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~
- ~~4. *Pre Construction Conference:* Participate in a pre construction conference prior to commencement of Work at the Site.~~
- ~~5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~
- ~~6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~
- ~~7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

- ~~8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:~~
- ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
 - ~~b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~
- ~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~
- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~

- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~
- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~
- ~~17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~19. *Inspections and Tests:*~~
- ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~

- ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
 - ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~
- ~~20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~
- ~~21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~
 - ~~b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens,~~

claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- ~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~
- ~~23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~
- ~~24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [~~
~~]*[List any such tasks or deliverables here.]*~~
- ~~25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~
- ~~26. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~
- ~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

A1.06 ~~Post-Construction Phase~~

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
- ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
- ~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables: []~~
~~**[List any such tasks or deliverables here.]**~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



GENERAL RFP SPECIFICATIONS

RFP #2023-06

**Request for Proposals:
Burlington Street Reconstruction Design**

Contact Information: Tina Bartlett-Bearup, Purchasing Manager
City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
Phone: (315) 785-7749
Email: tbartlettbearup@watertown-ny.gov

The following outlines the planned schedule of major activities related to this RFP solicitation. The City of Watertown reserves the right to amend the schedule as necessary.

Important Dates:

Release of Request for Proposal:	Wednesday, February 1, 2023
Proposals due date:	Thursday, March 2, 2023, at 3:00 p.m.
Interviews, if conducted:	Week of March 20, 2023
Approval of Contract:	On or about April 3, 2023

Section I

Notice to Proposers

INTRODUCTION

The City of Watertown is requesting proposals from qualified firms to provide design services focused on the reconstruction of Burlington Street on the City of Watertown's north side. The emphasis will be to improve a substandard street that has fallen into disrepair. In accordance with the City's adopted Complete Streets Policy, the City treats every surface transportation project as an opportunity to improve safety and convenience for all users, regardless of age or ability level. Infrastructure and utility upgrades along the project **area are also a priority.**

The chosen firm will ideally have a strong background in urban, residential street design. Additionally, a licensed professional engineer must certify final design and construction documents.

PROJECT DESCRIPTION

The City of Watertown strives to create sustainable and equitable neighborhoods through streets that balance transportation and utility needs with residents' quality of life.

Burlington Street is approximately 750 feet in length and is in the Northeast section of the City. The street consists of two full City blocks between Saint Mary Street and Lynde Street East. The chosen consultant will need to verify right-of-way width with survey work, but the City estimates that it is between 46 and 50 feet. The southern terminus of Burlington Street is at a unique triangle where the Right-of-Ways (ROW) of Burlington Street, Lynde Street East and Main Street East bound a single parcel on three sides with zero-foot setbacks surrounding the building.

Burlington Street, which runs north to south, sits on a hill and has a significant cross slope, with the eastern edge of the road as much as four feet higher than the western edge for most of the road's length. Additionally, while the southern half of Burlington Street, from Farwell Street to Main Street East is at a consistent elevation, the northern half experiences a drop of 28 feet from the peak just south of Farwell Street to the northern terminus at Saint Mary Street a block and a half away. The average slope on this segment is 7 percent, with the most severe slope at 19 percent.

Finally, the overwhelming majority of the street has no curbs and sidewalks are of substandard width with potential utility conflicts and nonconforming ADA accommodations, including stairs and an absence of ramps at multiple intersections.

City Water Utility Upgrades:

Approximately 785' of 4" cast iron (CI) water main, mostly installed prior to 1908, is to be replaced with 6" to 8" ductile iron (DI) pipe. (City Engineering Department to evaluate size and type of pipe required for replacement). There are 18 residential water services on Burlington Street, one hydrant and valves at every intersection plus one for the hydrant (5). All services, up to the corporation stops, will be replaced as all valves, hydrants and other appurtenances.

City Sanitary and Storm Sewer Upgrades:

Burlington Street Sanitary Sewer

Burlington Street is served by a 10" diameter clay tile sewer installed in 1939 that collects flows from 10 parcels on the east side of the street as well as accepting flows from Farwell Street. Video inspection shows the pipe to be in relatively good condition. The manholes on the street are constructed of brick and are also in relatively good condition.

Our initial recommendation would be to replace the sanitary sewer laterals from main to margin for the ten (10) parcels on the east side of the street.

Given the condition of the existing pipe, this may be a good candidate for a cured in place liner. Current pricing for this approach is about \$52.00/foot which equates to \$35,000 for the length of the street.

Parcels on the west side of the street are served by a 6" or 8" sewer that is located along the common rear property lines. (See map on next page). This pipe passes between 212 & 214 Saint Mary Street where it connects to the sanitary sewer at MH 1221. This line has been significantly more problematic in maintaining. There are one or two houses on East Lynde Street that are also connected to this line. In all, there are about 12 parcels that may be served by this line.

As part of this project, our recommendation would be to replace this pipe and provide proper easements to allow for future maintenance. This also could potentially be a candidate for a cured in place liner to avoid extensive disruption of private property. A thorough cleaning and inspection of the line shall be undertaken as part of the evaluation to determine the best course of action regarding design.

Burlington Street Storm Sewer

Burlington Street has a separated storm sewer extending from Saint Mary Street to East Lynde Street along the easterly edge of pavement. The pipe is 8" diameter concrete. Video inspection indicates the pipe is in good condition. Initial thoughts are to leave this in place.

The storm catch basins are all substandard and should be replaced. Two storm inlets at the intersection of Burlington Street and Farwell Street should be connected to the Burlington Street storm line as the sewer records indicate they are connected to the sanitary sewer.

Road and Sidewalk Improvements:

Full depth reconstruction of the entire street is proposed and should include new sidewalks, a new 26' wide pavement section and full depth curbs. Consideration should be given during the design to the "triangle area" at the southern terminus of Burlington Street. Green infrastructure improvements should receive consideration, and the City margin area should be wide enough to accommodate new street trees.

The successful reconstruction project, when implemented, will advance the City's efforts to stabilize the surrounding neighborhood through continued improvements to the road, curbs, sidewalks, water and sewer utilities, and street lighting, in addition to tree planting and other green infrastructure.

Improvements, once complete, would help to achieve the following goals:

- Enhance pedestrian and automobile user comfort, safety, and access
- Provide complete Americans with Disability Act (ADA) accessibility, wherever possible
- Upgrade water and sewer infrastructure through traditional and green technologies
- Improve street lighting and neighborhood aesthetics
- Strengthen neighborhood identity and resiliency

The City is paying for this project using a combination of Community Development Block Grant (CDBG), American Rescue Plan, Consolidated Local Street and Highway Improvement Program (CHIPS) and other local funds. An additional priority of this project is to improve sidewalks and ADA compliance. An additional priority is creating a margin on the west side of the street and defining driveway entrances.

Drivers and pedestrians using this section of the street are vulnerable to unsafe winter travel due to the dramatic change in the cross-section of the street, and the City seeks design improvements that will improve these conditions while remaining a functioning portion within the neighborhood.

Section II

Instructions to Proposers & RFP Specifications

SCOPE OF WORK / PROJECT DELIVERABLES

1. Existing Conditions Analysis

After conducting a project kickoff meeting with the City, the chosen firm will undertake an analysis of existing conditions that will examine the strengths and weaknesses of the current roadway and utility design, materials, and maintenance requirements. The analysis should include a review of other non-City utilities such as gas, electric, telephone and fiber.

Deliverable: Kickoff Meeting and Existing Conditions Report.

2. Topographic Survey

The chosen firm will undertake a topographic survey of the defined project area for use as the base map of the final designs. The survey should include topographic data, including one-foot contours and spot elevations as appropriate, the size and location of all existing above-ground and below-ground utilities, all existing features, buildings, rights-of-way, easements, etc.

Deliverable: Topographic survey drawing.

3. Draft Designs

The chosen firm will prepare draft designs for right-of-way improvements based upon this RFP, meetings with City Staff, and independent field data. The City will also provide the chosen firm with a finished Complete Streets Checklist documenting the evaluation performed by the City's Complete Streets Committee. The City's expectation is that the Complete Streets Checklist and the City's adopted Complete Streets Design Guidelines shall heavily influence the final design. Assessments of traffic flows, the walkability of the target design area, other available documents, as well as Staff and public input shall also inform the design process.

The conceptual designs should also further the goals of the City's Comprehensive Plan. The conceptual-level plan will propose both vehicle and pedestrian-friendly design along the entirety of the project area. The draft design shall include all required maps, tables, data, written discussions, and any other pertinent information.

When exploring design concepts for Burlington Street, specific potential treatments that should receive evaluation include ADA accessibility, five-foot sidewalk widths, increased greenspace, and the potential for green infrastructure to help mitigate the impacts of stormwater at peak flows. If the evaluation

reveals significant benefits from any of these treatments, the draft design for Burlington Street should incorporate them as appropriate.

The chosen firm, with assistance from the City, will begin discussions with non-City utility owners who have infrastructure in the City right-of-way, including but not limited to, National Grid Gas and Electric, Verizon, Spectrum, etc.

Deliverable: Draft conceptual designs for right of way improvements and supporting materials.

4.Stakeholder Feedback

The chosen firm shall provide the draft designs to City Staff, for the public to review at a public meeting held by the City. The selected firm will assist the City in presenting the plans at the public meeting and answering questions from the public.

Deliverable: Engagement completed with City Staff, the public and all other relevant stakeholders.

5.Final Designs

The chosen firm shall incorporate the feedback obtained during the engagement process into the final designs and construction documents for the project. Topics and treatments to consider shall include, but not be limited to, site preparation, water and sewer utilities, drainage, sidewalks, curbing, walkway paving, railings, lighting, tree planting, green space, and green infrastructure. The City envisions improvements to occur primarily in the area located within the City right-of-way, traditionally described as the area between the back of sidewalk on either side of the street.

Deliverable: Final design and construction drawings, plans, specifications, and cost estimates.

6.Required Approvals and Documentations

The chosen firm shall be responsible for obtaining all necessary approvals, including, but not limited to a permit from the NYS Department of Health (DOH).

Deliverable: Documented verification of all necessary approvals.

7.Final Design and Construction Documents:

The City's intent is to bid this project for construction upon completion of the final design. This deliverable shall include all documents necessary for the City to bid the project. This includes, but is not limited to, final design and construction drawings, plans, technical specifications, cost estimates, survey work, estimated duration of construction and a list of all permits necessary to undertake construction. The chosen firm will work with the City's Purchasing Department and incorporate the City's general specifications as appropriate.

Deliverable: Full construction bid package ready for the City to put out to bid.

LOCAL RESOURCES

City of Watertown Engineering, Water, DPW and Planning Staff will be available to assist with compiling past information, including water and sewer records and other pertinent information.

NOTIFICATION OF AWARD

The City will notify the successful respondent by phone, followed by written confirmation. Each respondent whose proposal is not accepted will receive notification by email.

After notification of award, the City and the successful respondent will work together to develop a contract for the project. City of Watertown Planning Staff will then present the finished contract to the City Council for approval, after which the project can begin. If a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter into negotiations with another respondent.



PART 4 – SOQ- Section 2: Project Approach

1. Existing Conditions Analysis (Kickoff Meeting and Existing Conditions Report)

Field Data Collection and Review: The data collection and review would commence following the initial kickoff meeting and site visit. The site visit would be conducted to gather and document the existing conditions along the project route. We are anticipating meetings will be held with City of Watertown Street, Sidewalks, Water, Sewer & Storm Engineering & Planning Department personnel to gather additional background mapping and general history regarding project area.

The City should provide items such as prior reports, design plans, as-builts, repair memos, operational history, etc. that may assist in the documentation of the infrastructure's location, configuration, alignment, depth, soils conditions, etc.

We would complete follow-up site visits to conduct investigations at the project route, and utility connections to each home to locate the point of entry for water services and sewer laterals. We would also conduct flow testing of the existing water mains along the project route to confirm flow & pressures available within the system.

2. Topographic Survey

During this phase we would perform a topographic, planimetric and utility survey field work and mapping. It is assumed that the City will locate, mark & flag underground utilities prior to survey field work. A&C will contact electric, gas and communication utility providers to request marking and/or mapping for use with design.

3. Draft Designs

Schematic Design: Utilize available aerial imagery and new survey mapping to prepare concept designs for street, pedestrian routes, water, sewer, and storm utility reconstruction and rehabilitation. We will review CCTV of sewer and storm to determine the existing lateral locations. We will review traffic flows, and walkability routes on the corridor to identify current accessibility barriers that need to be addressed. We will review the Comprehensive Plans for the City to further the goals of the plan.

Basis of Design: Prepare Basis of Design Report to summarize findings of studies, discussions, and criteria that lead up to the design and reconstruction components of the project. Provide a conceptual cost estimate. The conceptual level documents will be utilized during the Stakeholder Feedback Phase.

4. Stakeholder Feedback

Community engagement - Assist the City in a community engagement meeting led by the A&C Team, hosted by the City of Watertown. The public workshop will include presenting the initial concepts developed for Draft Design. The goal of the workshop will be to present our preliminary findings, obtain public input on issues and opportunities in the City, and hear ideas from the community on what they would like to see as a result of the project. We will work closely with the City to publicize the community workshop through a variety of media, including, but not limited to flyers, social media, announcements, and individual mailings. The A&C Team will be responsible for preparing concept designs, associated graphics, and content in partnership with the City. The final format of the workshop will be determined through discussions with City of Watertown Staff. The goal is to provide an approach that conveys current findings in an easily understood format with opportunities to accept comments and engage in productive discussions with the public. Potential formats include a 2-3-hour evening workshop that culminates in a presentation, O&A, and discussions.



5. Final Designs

At this time, we will begin initial correspondence to State and Federal agencies in preparation for State Environmental Quality Review (SEQR).

Preliminary Design: Utilize topographic and utility survey mapping to further refine the design, layout and alignment of the streets, walks, water, sewer, storm infrastructure for replacement.

Prepare preliminary (90% Design) Plans, Profiles and Details of streets, curb, walk, water, sewer, storm, and streetscape infrastructure, and prepare and update Construction Cost Estimate based upon preliminary design.

Prepare Preliminary Engineering Report & Basis of Design for water & sewer improvements, pedestrian walkways and roadway reconstruction.

Prepare short Environmental Assessment Form (EAF) Part 1 and assemble attachment documents for submission to the City for SEQR review. We anticipate the City will act as lead agent & conduct a coordinated SEQR review. Notifications to involved agencies (NYSDOH) would be prepared by A&C, for distribution during the SEQR by the City. A&C would assist the City and their attorney through the SEQR process, and completion of Part 2 and Part 3 determinations.

Prepare and submit preliminary Plans and Report to the City for coordination and review and NYSDOH for initial permit review and determination for of the potential need for formal permitting.

6. Required Approvals and Documentations

Local Permitting: Local permitting is not anticipated for this project because it involves the replacement of existing City infrastructure.

State Agency Permitting: Permitting is anticipated from the NYS Department of Health (NYSDOH) for review of the portions of the City's public water supply slated for replacement and reconfiguration.

7. Final Design and Construction Documents

A&C will prepare final detailed design plans, profiles & details of the street, curb, walk, water, sewer, storm, street lighting, & streetscaping. Revise the design based upon design comments received by the City and involved agencies during preliminary design.

Prepare Technical Specifications. Incorporate specific material(s) where standardized by the City, to the extent allowed in accordance with funding agency guidelines.

Update and prepare final construction cost estimate based upon final plans.

Prepare/update final Engineering Report and Basis of Design.

Bidding and Construction Documents: Prepare and assemble front end Bid Documents for bidding & construction. Prepare Front End Bid Documents for public bidding advertisement for construction. Front End Documents will be prepared utilizing Engineers Joint Contract Documents Committee (EJCDC) standard documents, and incorporation of the City, CDBG and ARPA stipulated funding provisions where necessary.

Provide a pdf set of Contract Documents including Plans, Details, Specifications, & Front-End documents

for electronic bidding & construction. Provide up to five (5) hardcopies for City, & permit agency review if hardcopies are requested.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not

limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of [6] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [May 1, 2023].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$[138,500.00] based on the following estimated distribution of compensation:
 - a. ~~Study and Report Phase~~ Draft Design Phase \$[51,500.00]
 - b. Preliminary Design Phase \$[73,000.00]
 - c. Final Design Phase \$[14,000.00]
 - d. Bidding and Negotiating Phase \$[TBD]
 - e. Construction Phase \$[TBD]
 - f. Post-Construction Phase \$[TBD]
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: NONE
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [12] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Lump Sum and Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. Those additional services required by the RFP and submitted within the Fee Proposal, Lump Sum.
 2. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.15].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1st]) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.15].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

D. Additional Services Per RFP and SOQ Fee Proposal:

Additional Services:

1. Topographic Survey \$25,000.00 Lump Sum
2. Required Approvals and Documentation \$7,000.00 Lump Sum



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

_____ The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 1, 2023].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[100,000]
 - 2) Bodily injury by disease, each employee: \$[100,000]
 - 3) Bodily injury/disease, aggregate: \$[500,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[2,000,000]
 - 2) General Aggregate: \$[4,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[3,000,000]
 - 2) General Aggregate: \$[3,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[2,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. ~~Other (specify):~~ _____ \$[]

~~2. By Owner:~~

- ~~a. Workers' Compensation: Statutory~~

Exhibit G – Insurance.

~~b. Employer's Liability~~

- ~~1) Bodily injury, Each Accident \$[]~~
- ~~2) Bodily injury by Disease, Each Employee \$[]~~
- ~~3) Bodily injury/Disease, Aggregate \$[]~~

~~c. General Liability~~

- ~~1) General Aggregate: \$[]~~
- ~~2) Each Occurrence (Bodily Injury and Property Damage): \$[]~~

~~d. Excess Umbrella Liability~~

- ~~1) Per Occurrence: \$[]~~
- ~~2) General Aggregate: \$[]~~

~~e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~

~~\$[]~~

~~f. Other (specify): \$[]~~

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. []
Engineer~~

~~b. []
Engineer's Consultant~~

~~c. []
Engineer's Consultant~~

~~d. []
{other}~~

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

- ~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2023].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 1, 2023].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
-

This is **EXHIBIT K**, consisting of [2] pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated [May 1, 2023].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Watertown**

ENGINEER: **Aubertine and Currier Architects,
Engineers & Land Surveyors, PLLC**

By: _____
Print Kenneth Mix
name: _____

Title: City Manager

Date Signed: _____

By: _____
Print Annette M. Mason
name: _____

Title: Managing Partner

Date Signed: April 12, 2023

April 23, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Initiating SEQRA Coordinated Review and Declaring Intent to be Lead Agency for the Water Treatment Plant Water Quality Improvement Project

Pursuant to the State Environmental Quality Review Act (SEQRA) and 6 NYCRR 617 the City Council must review the environmental impact of the Water Treatment Plant Water Quality Improvement Project, which is planned to solve the Disinfection By-Product problem.

This project is a Type 1 Action, which requires a Coordinated Review with all other Involved Agencies to determine the Lead Agency. The Lead Agency will be responsible for determining the environmental impact of the project.

A draft of the Full Environmental Assessment Form is attached. A resolution has been prepared for City Council consideration that directs the initiating of the Coordinated Review and declares the Council's interest in being the Lead Agency.

RESOLUTION

Page 1 of 1

Initiating SEQRA Coordinated Review and
Declaring Intent to be Lead Agency for the
Water Treatment Plant Water Quality
Improvement Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member COMPO, Sarah V.

Council Member RUGGIERO, Lisa L.

Mayor SMITH, Jeffrey M.

Introduced by

Total

YEA	NAY

WHEREAS the City Council of the City of Watertown, New York, is planning to undertake a proposed Water Treatment Plant Water Quality Improvement Project and is applying for funding for the project through the New York State Environmental Facilities Corporation, and

WHEREAS the City Council must evaluate all proposed actions it is considering in light of the State Environmental Quality Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the proposed project is a Type I Action pursuant to 6NYCRR Part 617 regulations, which requires a Coordinated Review with all Involved Agencies to determine the Lead Agency, and

WHEREAS SEQRA specifies that for actions governed by local environmental review, the Lead Agency shall be that agency which has primary responsibility to undertake, fund or approve the action,

NOW THEREFORE BE IT RESOLVED that the City of Watertown City Council hereby directs the City Manager to initiate a Coordinated Review and declares its intent to act as Lead Agency for the Environmental Review of the proposed Water Treatment Plant Water Quality Improvement Project.

Seconded by



April 12, 2023

Reference No. 12576729

Jessica Hart
New York State Department of Environmental Conservation
Region 6 - Division of Environmental Permits
317 Washington St.
Watertown, NY 13601

Dear Ms. Hart,

**Re: Solicitation of Lead Agency Status
City of Watertown Water Treatment Plant Improvements
City of Watertown
Watertown, NY**

On behalf of the City of Watertown, GHD is submitting this Lead Agency Solicitation letter in accordance with the State Environmental Quality Review Act (SEQRA) review for the above referenced project.

This project involves improvements to the existing Water Treatment Plant (WTP) and processes. Improvements to the primary treatment system from the Black River include a new sedimentation basin, improvements and relocation of existing coagulation station and pump station, and improvements to the influent raw water quality. Treatment improvements at the water filtration plant include ozonation and biological filtration system upgrades. Additional details of the proposed action are contained in the attached Full Environmental Assessment Form (Part I).

In accordance with the SEQRA, the City of Watertown desires to conduct a coordinated SEQRA review among Involved Agencies, with the City of Watertown serving the role as Lead Agency. On behalf of the City of Watertown, we respectfully request that you provide concurrence that the City of Watertown be designated as the SEQRA Lead Agency for this action.

If you have any questions, please contact me at Colleen.Meehan@ghd.com or 914-703-4679.

Sincerely,

GHD Consulting Services Inc.

Colleen Meehan, PE
Project Engineer – Water

Cc: Aaron Harvill, (City of Watertown)
Kevin Castro, PE, GHD

5788 Widewaters Parkway, Suite 2A
Syracuse, New York 13214
United States
www.ghd.com



To: Aaron Harvill
City of Watertown Water Treatment Plant
1707 Huntington St.
Watertown, NY 13601

From: Jessica Hart
New York State Department of Environmental Conservation
Region 6 - Division of Environmental Permits
317 Washington St.
Watertown, NY 13601

Re: City of Watertown Water Treatment Plant Improvements
Solicitation of Lead Agency Status

This agency concurs with the designation of the City of Watertown as lead agency under the New York State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617, for the City of Watertown Water Treatment Plant Improvements project in the City of Watertown, Jefferson County, New York.

Involved Agency

Date

Authorized Signature

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none">• If Yes, complete sections C, F and G.• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No ☐
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No ☐
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No ☐
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐
- Do existing lines serve the project site? ☐ Yes ☐ No ☐

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No ☐
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No ☐
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No ☐
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____ _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? Yes No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. <input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div style="width: 50%;"> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ _____ _____ 																
E.2. Natural Resources On or Near Project Site																
a. What is the average depth to bedrock on the project site? _____ feet																
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %																
c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;"></td> <td style="border-bottom: 1px solid black; width: 10%; text-align: center;">%</td> <td style="border-bottom: 1px solid black; width: 30%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;">%</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;">%</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>		%			%			%								
	%															
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	%															
d. What is the average depth to the water table on the project site? Average: _____ feet																
e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td style="width: 30px;"><input type="checkbox"/> Well Drained:</td> <td style="width: 20px; text-align: center;">_____</td> <td style="width: 50px; text-align: center;">% of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">% of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">% of site</td> </tr> </table>	<input type="checkbox"/> Well Drained:	_____	% of site	<input type="checkbox"/> Moderately Well Drained:	_____	% of site	<input type="checkbox"/> Poorly Drained	_____	% of site							
<input type="checkbox"/> Well Drained:	_____	% of site														
<input type="checkbox"/> Moderately Well Drained:	_____	% of site														
<input type="checkbox"/> Poorly Drained	_____	% of site														
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td style="width: 30px;"><input type="checkbox"/> 0-10%:</td> <td style="width: 20px; text-align: center;">_____</td> <td style="width: 50px; text-align: center;">% of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">% of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">% of site</td> </tr> </table>	<input type="checkbox"/> 0-10%:	_____	% of site	<input type="checkbox"/> 10-15%:	_____	% of site	<input type="checkbox"/> 15% or greater:	_____	% of site							
<input type="checkbox"/> 0-10%:	_____	% of site														
<input type="checkbox"/> 10-15%:	_____	% of site														
<input type="checkbox"/> 15% or greater:	_____	% of site														
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____																
h. Surface water features. <ul style="list-style-type: none"> i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <ul style="list-style-type: none"> iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10px;">•</td> <td style="width: 100px;">Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 10%;">Classification _____</td> </tr> <tr> <td>•</td> <td>Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>•</td> <td>Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>•</td> <td>Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table> 	•	Streams:	Name _____	Classification _____	•	Lakes or Ponds:	Name _____	Classification _____	•	Wetlands:	Name _____	Approximate Size _____	•	Wetland No. (if regulated by DEC)	_____	
•	Streams:	Name _____	Classification _____													
•	Lakes or Ponds:	Name _____	Classification _____													
•	Wetlands:	Name _____	Approximate Size _____													
•	Wetland No. (if regulated by DEC)	_____														
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____																
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No																
j. Is the project site in the 100-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No																
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No																
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. Name of aquifer: _____ 																

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

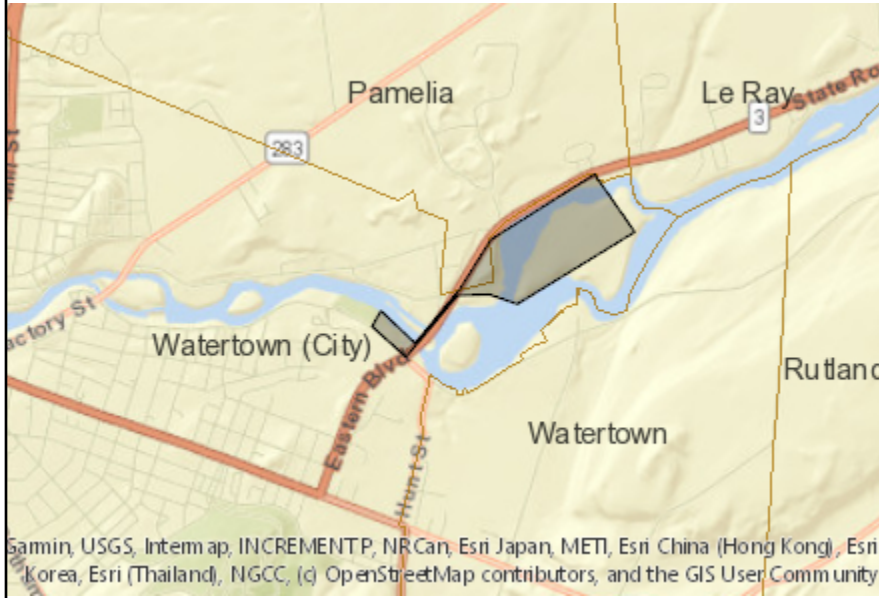
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	805-1, 805-2
E.2.h.iv [Surface Water Features - Stream Classification]	C, A
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Long-eared Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

April 25, 2023

To: The Honorable Mayor and City Council

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

Subject: Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2023

Each year, the City is required by the U.S. Department of Housing and Urban Development (HUD) to submit an Annual Action Plan that details the proposed uses of the City's Community Development Block Grant (CDBG) funding. The plan is required to be submitted by May 15, which is 45 days prior to the start of the new fiscal year. As communicated previously to the City Council, HUD has informed the City that our annual funding allocation for Program Year (PY) 2023 will be \$913,462.

The proposed Annual Action Plan was developed with extensive community outreach and input. Staff conducted outreach efforts with local constituency groups and presented an overview of the program and discussed project priorities at the January 9, 2023, City Council work session. The City Council also held a public hearing on February 21, 2023, to solicit public comments regarding the development of funding priorities and projects to be included in the plan. In addition to the public hearing, Staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and discussed the proposed plan with our Citizens Advisory Board, Advantage Watertown, on January 12, 2023.

Based upon the consultation with local organizations and agencies, community outreach, and priorities of the City Council, Staff prepared the draft Annual Action Plan and published it on March 17, 2023. A 30-day public comment period for the plan was held between March 18, 2023, and April 18, 2023, after a notice of the comment period was published in the *Watertown Daily Times*. Staff received no comments during the 30-day comment period.

A copy of the plan can be viewed in the online version of the City Council Agenda Package and on the City's website at the following address:

<https://www.watertown-ny.gov/CDBGPublicCommentOpportunities>

The budget allocation in the Annual Action Plan for Program Year 2023 is as follows:

CDBG Program Year 2023 Budget

<u>Project</u>	<u>Amount</u>
Burlington Street - Street Reconstruction Project	\$275,000
Northwest Target Area ADA Ramp Project Phase 3	\$75,000
Northwest Target Area Tree Planting Project	\$15,000
Watertown Housing Authority Sidewalk Reconstruction Project	\$30,000
542 Cooper Street Demolition	\$40,000
Owner Occupied Housing Rehabilitation	\$196,000
Homebuyer Program	\$196,000
518 Pine Street Transitional Housing SRO Program	\$25,000
Fair Housing Education	\$5,000
WCSD Food for Families (Backpack) Program	\$8,000
Black River Trail - Final Design	\$26,350
Program Administration	\$22,112
Total Funds Proposed for Allocation	\$913,462

Now that the public comment period has concluded and the Annual Action Plan has been finalized, the City Council must adopt the plan so that Staff can submit it to HUD prior to May 15, 2023, which is our deadline for submission.

A resolution has been drafted for City Council consideration that adopts the Annual Action Plan for Program Year 2023 and authorizes its submission to HUD.

RESOLUTION

Page 1 of 2

Adopting the City of Watertown's
Community Development Block
Grant (CDBG) Program Annual Action
Plan for Program Year 2023

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on August 5, 2013, the City Council adopted a resolution authorizing the City of Watertown to become an Entitlement Grantee under the rules and regulations of the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG), and

WHEREAS, as an Entitlement Grantee, the City must adopt Annual Action Plans for its Housing and Community Development Program, and

WHEREAS Annual Action Plans must be developed with community input and citizen participation, and

WHEREAS Staff conducted outreach efforts with local constituency groups and presented an overview of the program and discussed project priorities at the January 9, 2023, City Council work session, and

WHEREAS the City Council held a public hearing on February 21, 2023, to solicit public comments regarding the development of funding priorities and projects to be included in the Program Year 2023 Annual Action Plan, and

WHEREAS a draft of the Program Year 2023 Annual Action Plan was completed and published on March 17, 2023, and

WHEREAS the draft plan was made available to the public for review and placed in various offices at City Hall, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority offices and on the City's website, and

WHEREAS a 30-day public comment period for the plan was held starting on March 18, 2023, after a notice of the comment period was published in the *Watertown Daily Times*, and

RESOLUTION

Page 2 of 2

Adopting the City of Watertown's
Community Development Block
Grant (CDBG) Program Annual Action
Plan for Program Year 2023

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 plan was finalized after the 30-day public comment period,

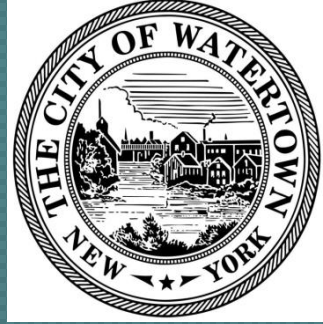
NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the City of Watertown's CDBG Annual Action Plan for Program Year 2023 and authorizes the submission of the plan to HUD which allocates the CDBG funds as follows:

CDBG Program Year 2023 Budget

<u>Project</u>	<u>Amount</u>
Burlington Street - Street Reconstruction Project	\$275,000
Northwest Target Area ADA Ramp Project Phase 3	\$75,000
Northwest Target Area Tree Planting Project	\$15,000
Watertown Housing Authority Sidewalk Reconstruction Project	\$30,000
542 Cooper Street Demolition	\$40,000
Owner Occupied Housing Rehabilitation	\$196,000
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Fair Housing Education	\$5,000
WCSD Food for Families (Backpack) Program	\$8,000
Black River Trail - Final Design	\$26,350
Program Administration	\$22,112
Total Funds Proposed for Allocation	\$913,462
<i>Seconded by</i>	

Community Development Block Grant (CDBG)

Entitlement Communities Program



Annual Action Plan Program Year 2023

Prepared by the City of Watertown
Planning and Community Development Department

Adopted – May 1, 2023

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

This document represents the City of Watertown's Annual Action Plan for Program Year 2023 for the City's Community Development Block Grant (CDBG) Program. The City became an Entitlement Community under the CDBG Program for the first time in 2014 and developed a two-year Consolidated Plan to start the program. The City wrote its first five-year Consolidated Plan in 2016 and in 2021 wrote its second five-year Consolidated Plan that covers Program Years 2021-2025. This plan is the third Annual Action Plan that has been developed using our current five-year Consolidated Plan.

The City's 2021-2025 Consolidated Plan goals include neighborhood stabilization and revitalization, affordable housing rehabilitation, homeownership assistance, environment and quality of life enrichment, fair housing education, homeless assistance, support of public services and economic development. The Consolidated Plan was developed through extensive public outreach and citizen participation that included numerous public meetings which were conducted as the City developed its first ever Comprehensive Plan as well as a set of Strategic Goals and Objectives to help guide operations. A public hearing was also held in addition to outreach to numerous partner agencies identified in our Citizen Participation Plan. A City Council work session dedicated to the development of the Consolidated Plan was also held.

The City's 2022 Annual Action Plan emphasized the City's three primary goals of neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The projects identified to meet these goals included a street reconstruction project, an ADA accessible sidewalk ramp replacement project, an owner-occupied housing rehabilitation program and a homebuyer program. The 2022 Annual Action Plan also addressed several of the City's lower priority/secondary goals including environment and quality of life enrichment, fair housing education, homeless assistance, support of public services and planning and administration. Projects included to implement these goals included playground enhancements, tree planting, fair housing education, homeless assistance, and support of public services.

For 2023, the City will continue to work on many of the goals stated in the Consolidated Plan, including neighborhood stabilization and revitalization, affordable housing rehabilitation, homeownership assistance, environment and quality of life enrichment, fair housing, homeless assistance, and support of public services. The projects that have been identified to accomplish our neighborhood stabilization and revitalization goal will include a street reconstruction project, a sidewalk reconstruction project, an ADA ramp replacement project, and a demolition project. The City's previous sidewalk and ramp programs

have made significant positive impacts in terms of accessibility and walkability in the neighborhoods in which they have been completed to date and the proposed projects will continue that improvement in our CDBG target areas. The City will also implement a tree planting project and will finalize design plans for the construction of a riverfront trail planned for 2024 to meet our environment and quality of life enrichment goal. Continuing the owner-occupied housing rehabilitation program will enable the City to meet the affordable housing rehabilitation goal while a homebuyer program will enable us to meet our homeownership assistance goal. The rehabilitation of homes and the purchase of homes by first time homebuyers throughout the City have made a tremendous impact by helping to eliminate blight and providing stability in our neighborhoods.

The City's lower priority goals such as fair housing, homeless assistance and support of public services will also be addressed through several projects including a Fair Housing education program, assistance to the Watertown City School District Food for Families Program and homelessness assistance in partnership with North Country Transitional Living, Inc.

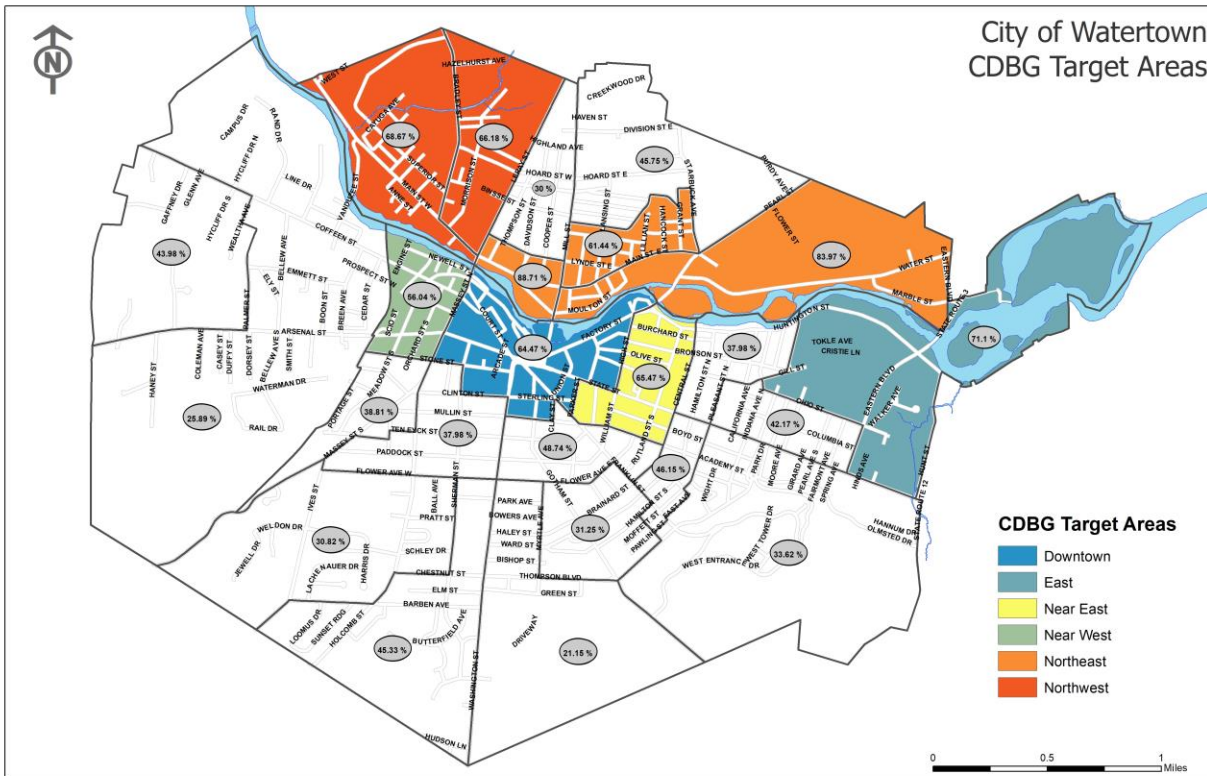
Our Planning and Administration goal will also be included in the 2023 Annual Action Plan with funding being allocated for the overall administration of the CDBG Program.

2. Summarize the objectives and outcomes identified in the Plan

The City will concentrate its CDBG Program this year on four high priority needs: decent affordable housing, homeownership, public infrastructure improvements and blight elimination. These needs address several important goals from our Consolidated Plan: neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The City will also address several of our lower priority needs including fair housing education, support of public services, homeless prevention and environment and quality of life enrichment.

The City has identified six neighborhoods where a majority of the residents have low and moderate incomes (LMI) and have designated these areas as local target areas. Most of the neighborhoods are residential in nature although some have small commercial pockets. Our efforts this year will have a primary focus on the Northeast and Northwest Target Areas. The Burlington Street Reconstruction Project and the design of the Black River Trail will take place in the Northeast Target Area while a tree planting initiative and ADA ramp replacement will occur in the Northwest Target Area. A small sidewalk project will also occur in the Northeast Target Area. Other efforts such as the housing rehabilitation and homebuyer programs will be widespread this year and will occur throughout the City. It is important to note that our target areas still make up a relatively compact geographic area, which is centered around downtown and extends to the northeast and northwest sides of the City.

The map shown on the next page depicts the City's CDBG Target Areas.



3. Evaluation of past performance

The City of Watertown is beginning its ninth year as a CDBG Entitlement Community. During the first eight years as a CDBG Entitlement Community, the City has had success with implementing a number of neighborhood stabilization and revitalization initiatives and affordable housing rehabilitation projects. The City has completed several infrastructure improvements including sidewalk construction projects and the replacement of ADA ramps. Our owner-occupied housing rehabilitation program has been very successful in helping local property owners rehabilitate their homes and we have assisted with the rehabilitation of two large multi-family housing developments as well. In addition, the City has worked to stop the spread of blight by demolishing a number of blighted structures and has implemented several public service programs and projects.

4. Summary of Citizen Participation Process and consultation process

The citizen participation process for the City's CDBG Annual Action Plan for Program Year 2023 included outreach to several different organizations and individuals throughout the community. The City began by providing an overview of the CDBG program and discussing funding and project priorities with the City Council during a meeting held on January 9, 2023.

Staff presented an overview of the CDBG program and discussed the proposed Annual Action Plan with our Citizens Advisory Board, Advantage Watertown, on January 12, 2023. Staff also contacted numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City also reached out to adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

The City Council held a public hearing on February 21, 2023, to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.

The citizen participation process also involved Staff participating in meetings and phone calls to continue to seek input and discuss the needs of the community related to housing, infrastructure improvements, public services, homelessness, and planning.

After seeking this input, the City's Draft Annual Action plan was published on March 17, 2023, and a 30-Day public comment period was scheduled in order to gather additional input from citizens. The 30-Day public comment period was held between March 18, 2023, and April 18, 2023.

The citizen participation process was extremely beneficial as it identified several community needs that were previously unknown and allowed the City to develop its Annual Action Plan accordingly.

5. Summary of public comments

During the development of the Annual Action Plan, City Planning Staff received many valuable suggestions through our consultations with individuals and organizations and through our meetings with the City Council. The suggestions ranged from broad project ideas to specific ideas for particular neighborhoods or geographic areas. General goals and objectives suggested for inclusion into the City's Annual Action Plan included improving housing conditions, addressing homelessness, improving public facilities and neighborhoods, and cleaning up blight. Specific project ideas suggested included improving the City's housing stock through an owner-occupied rehabilitation program and providing funding for a homebuyer program. Neighborhood improvement suggestions included sidewalk and other infrastructure improvements. Specific project ideas and requests included providing funding for North Country Transitional Living Services to assist with operating expenses for a transitional homeless housing single room occupancy facility that they operate in the City and for funding for a sidewalk reconstruction project requested by the Watertown Housing Authority for sidewalk improvements along Walker Ave. and Burns Ave., adjacent to the Meadowbrook Apartment Complex.

A public hearing was held on February 21, 2023. The City received one comment at the public hearing from a local citizen who advocated for CDBG funds to be used for owner occupied housing rehabilitation.

The City's 2023 Annual Action Plan was available for public comments during a 30-day public comment period that was held from March 18, 2023, to April 18, 2023, after a notice of the comment period was published in the *Watertown Daily Times*. The City received no comments during that time.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments that were received during the citizen participation process were considered in the preparation of the draft plan. The suggestions were reviewed for common and recurring themes to help establish priorities and goals. Many of the comments and project idea suggestions were incorporated into the City's Annual Action plan, but there was one suggestion that was not accepted.

The request was from CARES of NY, inc. on behalf of the Points North Housing Coalition who requested CDBG funding to be used as the required match for the Points North HUD Planning and Homeless Management Information System (HMIS) programs administered by CARES of NY, Inc. CARES is the Planning and HMIS lead for Points North Continuum of Care. It was determined that City CDBG funding cannot be used to support programs outside of the City or as match for other federal programs so this request for funding was not included in our plan.

As mentioned above, all the comments and suggestions that were received were considered by the City and most of the specific project ideas were incorporated into our Annual Action Plan, except for the one noted above.

7. Summary

The City of Watertown's plan for our ninth year as an entitlement community in the Community Development Block Grant Program is to focus on four high priority needs: decent affordable housing, homeownership, public infrastructure improvements and blight elimination. These needs address three important goals from our Consolidated Plan: neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership. The City will also address several of our lower priority needs including fair housing, environment and quality of life enrichment and homeless prevention.

The projects that have been identified to fulfill the three primary goals include an owner-occupied housing rehabilitation program, a first-time homebuyer program, a street reconstruction project, a sidewalk reconstruction project and ADA ramp replacement. To accomplish our lower priority goals, the City plans to assist with homelessness prevention and public services support by funding three initiatives, including support for a transitional living single room occupancy project, conducting Fair Housing education and supporting a local food pantry. The City also plans to improve the City's environment and quality of life through a tree planting project.

Planning and Administration will also be included in the plan to provide funding for the overall administration of the program.

The City does not plan to officially designate a specific Target Area as its focus area for Program Year 2023, although a significant investment is proposed for the Northeast and Northwest Target Areas. The City will instead be giving priority to the most impactful projects, regardless of which of the six Target Areas they occur within.

Several of the proposed projects for 2023 will be Citywide including the Fair Housing Education Project, the Homebuyer Program and Owner-Occupied housing rehab which will all have citywide benefits.

PR-05 Lead & Responsible Agencies - 91.200(b)

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WATERTOWN	Planning Department

Table 1 – Responsible Agencies

Narrative

The lead agency for the preparation of the Consolidated Plan and Annual Action Plans was the City of Watertown through its Planning and Community Development Department.

Consolidated Plan Public Contact Information

Michael A. Lumbis, Planning and Community Development Director
City of Watertown
245 Washington St.
Watertown, NY 13601
mlumbis@watertown-ny.gov
Tel: (315) 785-7741
Fax: (315) 782-9014

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Watertown's consultation efforts included outreach to organizations and individuals throughout the community, including citizens, municipal officials, the public housing authority, governmental agencies, non-profit agencies, economic development officials and the Continuum of Care. The City made initial contact via email with over twenty-five organizations and solicited feedback with newspaper advertisements and through a public hearing prior to developing the plan. Following the initial email outreach, City Staff participated in several follow up meetings and phone calls with interested agencies and individuals to continue to seek input and discuss the needs of the community related to housing, homelessness, public facilities, infrastructure improvements, public services, economic development, and planning.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The Watertown Housing Authority (WHA) is the only public housing authority in the City of Watertown. The WHA was consulted in the development of the Consolidated Plan and provided data on tenant characteristics, waiting lists, notable deficiencies, and unmet needs, which the City incorporated into the plan. Lewis County Opportunities administers the Housing Choice Voucher (HCV) Program in the City and was also consulted and provided important information regarding the HCV program, number of households assisted, waiting lists and shortfalls in capacity. Much of this information was integrated into the City's Analysis of Impediments to Fair Housing. Both agencies were also contacted and were asked to provide input in the development of the 2023 Annual Action Plan.

The City also sought input from private and governmental health, mental health, and human service agencies. In addition, the City obtained input from the Points North Housing Coalition (PNHC), which serves as the Continuum of Care for the City and Jefferson County. PNHC is comprised of a broad range of members including representatives from housing and health providers and mental health and service agencies. Staff attends quarterly meetings and has participated in committee meetings of the PNHC and has gained valuable input for incorporation into the plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In the City of Watertown, the Continuum of Care is known as the Points North Housing Coalition (PNHC). PNHC serves the City and Jefferson County, along with Lewis and St. Lawrence Counties. PNHC is comprised of a wide range of members from many varying backgrounds such as businesses, faith-based organizations, hospitals and medical service providers, veteran services, other non-profits, social

agencies, and previously homeless individuals. The City of Watertown participates in PNHC quarterly meetings, conference calls and committee meetings. This coordination led to a discussion with North Country Transitional Living Services, Inc. (NCTLS) regarding a Transitional Homeless Housing Single Room Occupancy (SRO) facility that they have developed in partnership with the Jefferson County Department of Social Services (DSS) at 518 Pine Street in the City. NCTLS is partnered with the Jefferson County DSS and a private developer to open an 18-bed SRO facility that will provide safe, supervised transitional housing to individuals experiencing homelessness. NCTLS submitted a proposal to the City requesting CDBG funds to assist with the operation of the facility, including operating assistance, case management and other on-site services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

This section is not applicable as the City of Watertown does not receive ESG funds and is not responsible for the administration of HMIS. However, as noted above, the City is partnering with NCTLS to assist with the operation of an 18-bed transitional homeless housing SRO facility. The project is being developed with Jefferson County DSS who is utilizing an Emergency Solutions Grant (Coronavirus) to provide rent supports for the residents.

2. Agencies, groups, organizations and others who participated in the process and consultations

See Table 2 below for a list of Agencies, groups, organizations, and others who participated in the process and consultations.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ACR Health
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
2	Agency/Group/Organization	Advantage Watertown (Citizens Advisory Board)
	Agency/Group/Organization Type	Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Advantage Watertown is a group of business and community leaders that serves in an advisory role to the City on a number of different issues and topics including community development, housing, and economic development. Planning Staff gave a presentation to the members of the committee on January 12, 2023, asking for input on the 2023 program. Members were asked to consider what they felt the City needed to improve in the areas of housing, public facilities, public services, and economic development. Members agreed with the preliminary list of projects proposed by staff.

3	Agency/Group/Organization	Catholic Charities - Diocese of Ogdensburg
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
4	Agency/Group/Organization	Community Action Planning Council of Jefferson County
	Agency/Group/Organization Type	Housing Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
5	Agency/Group/Organization	Development Authority of the North Country (DANC)
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly meets with representatives of DANC to coordinate efforts of the CDBG and North Country HOME Consortium programs. An additional email was sent on February 3, 2023, asking for additional input on the upcoming program.
6	Agency/Group/Organization	Jefferson County (WorkPlace)
	Agency/Group/Organization Type	Housing Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
7	Agency/Group/Organization	Jefferson County Public Health
	Agency/Group/Organization Type	Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.

8	Agency/Group/Organization	Jefferson County DSS
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
9	Agency/Group/Organization	Jefferson County Office for the Aging
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
10	Agency/Group/Organization	Lewis County Opportunities, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
11	Agency/Group/Organization	Jefferson County Planning Department
	Agency/Group/Organization Type	Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly coordinates with representatives of the Planning Department as part of the North Country HOME Consortium program and CDBG programs. Contact was made via email on February 3, 2023.
12	Agency/Group/Organization	Neighbors of Watertown
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Neighbors of Watertown is the subrecipient for the City's CDBG housing programs. Regular contact is made with them on the status of those projects as well as future needs. A meeting was held on January 12, 2023, to discuss needs for the coming year. A follow-up email was received discussing two potential housing programs and potential funding amounts. An additional email was sent on February 3, 2023.
13	Agency/Group/Organization	Northern New York Community Foundation
	Agency/Group/Organization Type	Business Leaders Civic Leaders Business and Civic Leaders Foundation

	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
14	Agency/Group/Organization	Northern Regional Center for Independent Living
	Agency/Group/Organization Type	Services-Persons with Disabilities Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
15	Agency/Group/Organization	Town of Pamela
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
16	Agency/Group/Organization	Transitional Living Services of Northern NY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A meeting with the TLS Executive Director was held on January 13, 2023, to discuss needs for the coming year. An email was sent on February 3, 2023 and TLS Staff attended a City Council presentation on the CDBG program on February 6, 2023. A follow-up email was received on February 15, 2023 from the Executive Director discussing funding possibilities for the year.
17	Agency/Group/Organization	Watertown Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023. A meeting was held on February 8, 2023 to discuss potential funding for the coming year. Input was received via email from the Executive Director on February 9, 2023 to discuss a project proposal which was ultimately included in our Annual Action Plan.
18	Agency/Group/Organization	Watertown Local Development Corporation
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
19	Agency/Group/Organization	Watertown Urban Mission
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly meets with the Watertown Urban Mission to coordinate efforts of our CDBG-CV programs. Contact was also made via email on February 3, 2023, asking for additional input on the upcoming program.
20	Agency/Group/Organization	North Country Family Health Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
21	Agency/Group/Organization	Fort Drum Regional Health Planning Organization
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
22	Agency/Group/Organization	Town of LeRay
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
23	Agency/Group/Organization	Credo Community Center for the Treatment of Addiction
	Agency/Group/Organization Type	Services-Health

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
24	Agency/Group/Organization	Disabled Persons Action Organization
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
25	Agency/Group/Organization	Points North Housing Coalition
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
26	Agency/Group/Organization	Jefferson County Industrial Development Agency
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
27	Agency/Group/Organization	Town of Watertown
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
28	Agency/Group/Organization	Tug Hill Commission
	Agency/Group/Organization Type	Other government – State
	What section of the Plan was addressed by Consultation?	Natural Resource Management Land Use Planning Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.
29	Agency/Group/Organization	Victims Assistance Center
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Services - Victims of Domestic Violence Services - Victims of Sexual Assault Services – Victims of Child Abuse Services – Education Homeless Needs - Females with Children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 3, 2023.

Identify any Agency Types not consulted and provide rationale for not consulting

The City compiled an extensive outreach list and contacted each of the agencies on the list via email. A public hearing was also advertised and held providing the opportunity for the agencies, citizens, and other interested parties to comment on the plan. All parties were invited to submit information directly to the City for inclusion in the plan. No organizations or individuals were deliberately omitted from the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Points North Housing Coalition	The City's Strategic Plan includes a priority that would assist with increasing services to homeless persons, which is certainly a goal of the Points North Housing Coalition.
Comprehensive Plan	City of Watertown	<p>The purpose of the City's Comprehensive Plan was to create a vision for the City and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, as well as identify transformational projects.</p> <p>Watertown's Comprehensive Plan is also a guide for development and redevelopment within the community. The Comprehensive Plan will assist in decision-making regarding the natural and built environment that is used by the City Council, Planning Board, Zoning Board of Appeals, and others. It is also a guide for City Staff and the public to use in the planning process.</p>

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Sewall's Island – Factory Square Revitalization Plan	City of Watertown	The City's Strategic Plan includes a priority objective that overlaps with the Sewall's Island – Factory Square Revitalization Plan to assist in the redevelopment of Sewall's Island and Factory Square in order to create a vision and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, and identify transformational projects for this area.
Tree Management Plan	City of Watertown	The Tree Management Plan overlaps with the goals of the Strategic Plan through recommendations for planting and maintaining city tree assets. Extending the life of useable tree assets enhances the character and quality of recreational opportunities through increased shade and aesthetic beauty, increasing livability for residents, and provides a backdrop to assist in economic development by creating public spaces that are attractive to investors and redevelopment opportunities.
ADA Transition Plan	City of Watertown	The City's Strategic Plan priority objectives overlap with the ADA Transition Plans vision and goals. The City of Watertown has completed data collection for ADA curb ramps and City facilities. Data collection for sidewalks is incomplete, but a near future task. Once all data is collected, an ADA transition plan will go into the works with improvements being prioritized as urgent, moderate, or low. The purpose of making the City of Watertown more ADA compliant is to improve the quality of life for individuals with disabilities.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Complete Streets Policy	City of Watertown	The City's Strategic Plan priority objectives overlap with the Complete Streets Policy's vision and goals. The Complete Streets Policy's vision is to design, provide and maintain a safe accessible, and well-connected multimodal surface transportation network that meets the needs of all users, regardless of age or ability level, including drivers of automobiles, emergency and freight vehicles, bicyclists, pedestrians, transit users and those with disabilities. The City's inclusive transportation network will play a crucial role in ensuring the health, safety, economic vitality, and quality of life in the City of Watertown.
Local Waterfront Revitalization Plan	City of Watertown	The City's Strategic Plan priority objectives overlap with the LWRP visions and goals. The LWRP will guide coordinated efforts by the City, State, and private interests to manage this important resource in a manner that protects its environmental integrity and maximizes its contribution to the City's quality of life and economic vitality. The program will help maintain and protect water quality, the environment, enhance access to the river, provide new recreational opportunities, restore and revitalize formerly industrial land on the water, and stimulate economic development for the City. The LWRP will serve as a voluntary, community-based guide for future land and water use.

Table 3 - Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting.

The citizen participation process for the City of Watertown's Community Development Block Grant Program included extensive outreach to several different organizations and individuals throughout the community. Through an email sent on February 3, 2023, the City contacted numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City also contacted adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

On the evening of January 9, 2023, the City Planning Department presented to the City Council during a council meeting. The presentation updated the Council members on CDBG accomplishments over the last year and encouraged participation in the planning process for the City's Community Development Block Grant program 2023 Annual Action Plan. Planning Staff gave an overview of the CDBG program, discussed what activities were eligible and ineligible for CDBG funding, explained the role of locating projects in target areas to meet a national objective, and encouraged the Council members to share their ideas and help identify priorities and areas of concern.

The City Council expressed a desire to continue several existing programs that have been successful in previous program years including the owner-occupied housing rehabilitation and first-time homebuyer programs. In addition, Council members reaffirmed their commitment to continue allocating CDBG funding for infrastructure projects in our target areas such as street reconstruction and sidewalk projects. Lastly, the City Council discussed the possibility of using CDBG funding for senior services as this issue has been raised recently at Council meetings.

The City Council held a public hearing on February 21, 2023, to obtain input from citizens, involved agencies and interested persons on activities to be included in the Consolidated Plan and Annual Action Plan. One citizen spoke at the public hearing.

Along with the initial outreach and the public hearing, the City participated in several meetings and conference calls to continue to seek input and discuss the needs of the community related to housing, homelessness, public facilities, infrastructure improvements, public services, economic development, and planning. After seeking this input, a draft Annual Action Plan was published, and a 30-Day public comment period was held.

The citizen participation process was extremely beneficial to Staff as it reinforced findings from previous years' public meetings and allowed the City to develop its Annual Action Plan accordingly. It also allowed City Council members and citizens to learn more about the CDBG program.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	City Council Meeting	Members of City Council and meeting attendees	On the evening of January 9, 2023, Planning Staff gave a presentation to the City Council about the CDBG program and encouraged input for the 2023 Annual Action Plan. Attendance included City Council members, the City Manager, Deputy City Clerk, and various City staff.	The City Council generally supported the preliminary list of projects proposed for the 2023 Annual Action Plan and expressed a desire to continue several existing programs that have been successful in previous program years including the owner-occupied housing rehabilitation and first-time homebuyer programs. In addition, Council members reaffirmed their commitment to continue allocating CDBG funding for infrastructure projects in our target areas such as street reconstruction and sidewalk projects. The Council also asked questions about our housing programs and discussed the possibility of using CDBG funding for senior services. Their questions and ideas helped identify priorities and areas of concern.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	https://livestream.com/swp/wcc/videos/234518633

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Advisory Board	Citizens, Community Leaders	On January 12, 2023, Planning Staff gave a presentation on the CDBG program to members of Advantage Watertown, a group of private and public sector community leaders that serve as a Citizens Advisory Board to the City Council. Staff requested input from members on the program. Approximately 15 Advantage Watertown members attended this meeting.	The Advantage Watertown members in attendance generally supported the preliminary list of projects proposed for the 2023 Annual Action Plan.	No comments were received, there was a consensus for the preliminary list of projects.	

3	Internet Outreach	Local Public Agencies	On February 3, 2023, the City sent an email to several local agencies, previously identified in our Citizen Participation Plan, notifying them that the City was beginning the process of preparing our Annual Action Plan. The email requested input, either by email, by phone, in writing or in person, on the City's needs and the community's desires relative to housing, homelessness, public facilities, infrastructure, public services, economic development and planning. The email also notified the recipients that a public hearing had been scheduled for February 21, 2023. Over 25 agencies were contacted as part of this outreach effort.	The City of Watertown received two emails in response to this outreach. One response was from North Country Transitional Living Services, Inc. (NCTLS) This coordination led to a meeting with NCTLS to discuss potential assistance with costs of their case management staff and on-site services at their proposed Transitional Homeless Housing Single Room Occupancy (SRO) facility. This meeting led to a formal request for CDBG funds from NCTLS through the PY 2023 Annual Action Plan. The other response from Watertown Housing Authority. This coordination led to a meeting with WHA to discuss potential funding for sidewalk improvements to improve the routes of travel on Walker Avenue and Burns Avenue at the Meadowbrook Apartment Complex. The meeting led to a formal request for CDBG funding.	The City of Watertown did not reject any comments received.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/ broad community	On the evening of February 21, 2023, City Council held a public hearing in Council Chambers at City Hall to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.	At the public hearing, a citizen voiced his support for using CDBG funds for Owner Occupied Rehabilitation, stating that there are homes in Watertown that need rehabilitation, but homeowners typically don't have the means to pay for it.	The City of Watertown did not reject any comments received.	https://livestream.com/swp/wcc/videos/235139499
5	Public Meeting	Members of City Council and meeting attendees	For the March 6, 2023, City Council meeting, Planning Staff provided a Staff Report for the City Council that summarized the Annual Action Plan process that had taken place to date. The report provided a list of project ideas and funding requests that the City had received since starting the development of the plan. Attendance included City Council members, the City Manager, the City Clerk, various City staff and members of the public.	The Council generally supported the finalized draft project list proposed for the 2023 Annual Action Plan. Council members asked a question about one of the proposed projects and after discussion, agreed to and finalized the list of project and priorities for the draft Annual Action Plan.	All comments were considered in the preparation of the draft plan.	https://livestream.com/swp/wcc/videos/235313805

Table 4 Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

The City of Watertown is receiving funds from the CDBG program as an Entitlement Community for the ninth year. Program Year 2023 will be the third year of funding under our 2021-2025 Consolidated Plan. The City has been notified by HUD that the annual allocation for our CDBG program will be \$913,462.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Admin and Planning Housing Public Improve ments Public Services	\$913,462	\$0	0	\$913,462	\$1,840,000	This is the City's annual allocation from HUD for the CDBG program. Years 4-5 assume funding levels of \$920,000 per year.

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

These funds will leverage private equity and financing when used for one of the housing rehabilitation or homebuyer programs. When used for larger housing projects, state and other federal funds will also be leveraged. For the Burlington Street Reconstruction Project, the City will leverage American Rescue Plan Act funding in addition to New York State Consolidated Highway Improvement Program Funds and local funds from the City's General Fund, Water Fund and Sewer Fund. Funding for the Meadowbrook Apartments Sidewalk Reconstruction Project will support a Watertown Housing Authority project funded as part of their annual Capital Fund Program. Additionally, the Transitional Homeless Housing SRO will leverage ESG-CV funds that were awarded to Jefferson County Department of Social Services to operate the facility.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

City-owned property will undergo evaluation for potential improvement and use as neighborhood public facilities or housing for low- and moderate-income persons. Occasionally, the City obtains property through the tax foreclosure process. These properties will also be evaluated. For example, a salvageable house may be put into one of the rehabilitation programs or a dilapidated building may be demolished as part of blight elimination. In the past the City has also included funding in our annual action plans specifically for tax-foreclosed properties. The funding was allocated to help stabilize properties until a full redevelopment plan was developed and to assist with needed environmental remediation in certain locations.

Discussion

The City of Watertown will be starting its ninth year as an Entitlement Community under the CDBG Program. The city still has unspent funds from the previous years but expects to continue to draw down that funding and complete several projects by the end of Program Year 2022. For 2023, the City expects to receive \$913,462 in CDBG Entitlement funding from HUD.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Neighborhood Stabilization and Revitalization	2021	2025	Non-Housing Community Development	Downtown Northeast	Public Infrastructure Improvements	CDBG: \$420,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: Approximately 3,000 Persons Assisted
2	Affordable Housing Rehabilitation	2021	2025	Affordable Housing	Downtown East Near East Near West Northeast Northwest	Decent Affordable Housing	CDBG: \$196,000	Homeowner Housing Rehabilitated: 7 Household Housing Unit
3	Homeownership Assistance	2021	2025	Affordable Housing	Downtown East Near East Near West Northeast Northwest	Homeownership	CDBG: \$196,000	Direct Financial Assistance to Homebuyers: 7 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Environment and Quality of Life Enrichment	2021	2025	Non-Housing Community Development	Near East Northeast	Public Infrastructure Improvements	CDBG: \$41,350	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: Approximately 4,000 Persons Assisted
5	Fair Housing Education	2021	2025	Fair Housing	Downtown East Near East Near West Northeast Northwest	Fair Housing Education	CDBG: \$5,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
6	Homeless Assistance	2021	2025	Homeless	Downtown East Near East Near West Northeast Northwest	Homeless Prevention	CDBG: \$25,000	Homelessness Prevention: 40 Persons Assisted
7	Public Services Support	2021	2025	Non-Homeless Special Needs	Downtown East Near East Near West Northeast Northwest	Support of Public Services	CDBG: \$8,000	Public service activities other than Low/Moderate Income Housing Benefit: Approximately 200 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Planning and Administration	2021	2025	Planning and Administration	Downtown East Near East Near West Northeast Northwest	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention	CDBG: \$22,112	Other: 1 Other

Table 5 - Goals Summary

Goal Descriptions

1	Goal Name	Neighborhood Stabilization and Revitalization
	Goal Description	Low- and moderate-income neighborhoods will be improved through the construction of public infrastructure improvements and the elimination of blighting influences in target areas. Public infrastructure projects include, but are not limited to, sidewalk and street reconstruction, complete streets improvements, utilities, lighting, technology, tree planting, neighborhood facilities, historic preservation, facilities for persons with special needs and handicapped accessibility projects. Blight elimination includes the demolition of buildings in target areas or other areas in order to stop the spread of blighting influences throughout the City.
2	Goal Name	Affordable Housing Rehabilitation
	Goal Description	Rehabilitate owner-occupied and rental properties for low- and moderate-income persons, with an emphasis on those properties that will contribute to neighborhood stabilization and revitalization.
3	Goal Name	Homeownership Assistance
	Goal Description	Provide homeownership assistance to low- and moderate-income families to increase the number of owner-occupied households and to help stabilize and revitalize neighborhoods throughout the City.
4	Goal Name	Environment and Quality of Life Enrichment
	Goal Description	Improve environmental conditions by addressing environmental equity and environmental justice issues in low- and moderate-income neighborhoods by constructing physical improvements such as parks, playgrounds, trails, rain gardens and other green infrastructure, implementing renewable energy initiatives, eliminating combined sewer overflows, narrowing streets to provide increased greenspace, tree planting, tree pit expansion and enhancements, and other urban forestry initiatives such as hazardous tree removal and invasive species management.
5	Goal Name	Fair Housing Education
	Goal Description	Reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training, and technical assistance.

6	Goal Name	Homeless Assistance
	Goal Description	Support the Points North Housing Coalition, the local Continuum of Care, and other local agencies that are working to prevent homelessness through support of the Annual Point-In-Time Count, services for homeless persons, and long-term planning to address homelessness in the community.
7	Goal Name	Public Services Support
	Goal Description	Support agencies that are working to address social issues and concerns within the community including, but not limited to, crime prevention and public safety, health services, substance abuse services, education programs, services for senior citizens and recreational services.
8	Goal Name	Planning and Administration
	Goal Description	Conduct planning studies as needed to develop neighborhood revitalization strategies and to inform the development of consolidated plans and annual action plans and administer the City's CDBG Program including project management and the development of annual plans and reports.

Table 6 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City expects to provide 7 families with affordable housing through our Homeownership Assistance Program.

AP-35 Projects - 91.420, 91.220(d)

Introduction

For Program Year 2023, the City plans to address the four primary goals identified in our Consolidated Plan: Neighborhood Stabilization and Revitalization, Affordable Housing Rehabilitation, Homeownership Assistance and Environment and Quality of Life Enrichment. The City's goal of Homeless Assistance will be addressed in our plan as well as Fair Housing Education and Public Services Support, at a much smaller funding level than the higher priority needs.

The City has identified the following projects to fulfill the four primary goals that the City plans to address this year: a street reconstruction project, ADA ramp reconstruction, sidewalk reconstruction, tree planting, a demolition project, an owner-occupied housing rehabilitation program and a homebuyer program. To accomplish our lower priority goals, the City plans to assist the homeless by providing funds for operating assistance for a transitional housing SRO project, conduct Fair Housing education and provide support for a food pantry.

Planning and Administration will also be included in the plan and will provide funding for the overall administration of the CDBG Program.

#	Project Name
1	Burlington Street Reconstruction Project
2	North Side ADA Ramp Replacement Project Phase 3
3	Northwest Target Area Tree Planting Project
4	WHA Meadowbrook Sidewalk Reconstruction Project
5	Owner-Occupied Housing Rehabilitation 2023
6	Homebuyer Program 2023
7	518 Pine St. Transitional Housing SRO
8	542 Cooper Street Demolition Project
9	Fair Housing Education
10	WCSD Food for Families (Backpack) Program
11	Black River Trail – Final Design
12	Program Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

In developing the projects for our Annual Action Plan, the City put the most emphasis on the four highest priority needs that were identified during our citizen participation and outreach initiatives, which were decent affordable housing, homeownership, environment and quality of life enrichment and neighborhood stabilization and revitalization. Approximately 93 percent of our available funding for this program year has been allocated to address these top priorities. The City will use the remaining funding for planning and administration and addressing our lower priority needs.

AP-38 Project Summary

Project Summary Information

1	Project Name	Burlington Street Reconstruction Project
	Target Area	Northeast
	Goals Supported	Neighborhood Stabilization and Revitalization Environment and Quality of Life Enhancement
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$275,000
	Description	This project consists of hiring a contractor to complete a full reconstruction of Burlington Street. Improvements will include sidewalk replacement, constructing new sidewalks where walks do not exist currently, ADA ramp replacement, curbing replacement, new pavement, and replacement of various utilities (water, sanitary sewer, storm sewer), as well as green infrastructure and tree planting where possible.
	Target Date	10/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 153 low to moderate-income (LMI) families will benefit from the proposed project based on the estimated number of families in the Block Group and the LMI percentage for the Block Group that the project covers. Since 2021 ACS data on total families in a geography is only available at the Census Tract level, the City divided the number of families evenly across the three Block Groups in Census Tract 613 when estimating the number of families.
	Location Description	The project is located in the City's Northeast CDBG Target Area and is located in Census Tract 613, Block Group 2 which is characterized as having a low to moderate income population of 61.44 percent.
	Planned Activities	Planned activities include reconstructing the entire street, including utilities. This will include replacing the existing sidewalk and constructing new sidewalks where none currently exist, ADA ramp replacement, curbing, pavement, water, sewer, tree removal and tree planting where possible.

2	Project Name	North Side ADA Ramp Replacement Project Phase 3
	Target Area	None
	Goals Supported	Neighborhood Stabilization and Revitalization
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$75,000
	Description	This project involves public infrastructure improvements consisting of ADA sidewalk ramp reconstruction. The City proposes to reconstruct approximately 16 ramps in Census Tracts 613 and 614, which have estimated Disability Rates of 21.2 percent and 22.4 percent according to 2017-2021 Five-year American Community Survey (ACS) estimates, the second and third highest Disability Rates of the seven Census Tracts in the City. The City will install the ramps in locations where either none currently exist or where the existing ramps do not comply with the current ADA PROWAG requirements, including but not limited to the focus streets of Main Street W., Main Street E. and Morrison St. Two of the ramps originated from a request that the City received from a local nonprofit for a crosswalk in front of their building. This project will help to meet an important non-housing community development need identified in the City's Consolidated Plan which is to ensure pedestrian safety by providing for the safe movement of the elderly and disabled.
	Target Date	10/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The city estimates that 335 low-to-moderate income families will benefit from the proposed project based on the estimated total number of families and LMI percentages in the two Block Groups where ADA ramp reconstruction will primarily occur. However, the primary beneficiaries of the project will be the elderly and severely disabled persons who reside in or utilize the areas where the improvements are proposed.
	Location Description	The project will take place in Census Tracts 613 and 614, which together make up the City's North Side. Most of the locations will be along Main Street East, Main Street West and Morrison Street.
	Planned Activities	The City proposes to construct approximately 16 ADA accessible ramps that will serve to remove barriers and enhance the mobility of, and accessibility to, severely disabled persons. The work will consist of constructing ramps, landings, curbing, sidewalk transitions, as well as installing tactile warning plates and other related work.

3	Project Name	Northwest Target Area Tree Planting Project
	Target Area	Northwest
	Goals Supported	Neighborhood Stabilization and Revitalization Environment and Quality of Life Enhancement
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$15,000
	Description	This project involves public infrastructure improvements consisting of tree planting in the City's Northwest Target areas.
	Target Date	10/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 258 low-to-moderate income families residing in the Northwest Target Area will benefit from the proposed project based on the total number of families in Census Tract 613, and the LMI percentages in the eligible Block Groups where the new trees will be planted. Tree planting will benefit those who live in or utilize the areas where the improvements are proposed especially in areas with limited access to street trees, parks, or green space.
	Location Description	The project will take place within the City's Northwest target area.
	Planned Activities	The City proposes to use its recently completed tree inventory and management plan to identify potential planting spaces in the Near East and Northeast target areas. Priority locations for tree planting will exhibit one or more of the following site conditions: Previously identified planting locations, recent tree removal, proximity to existing ash trees, and/or stormwater susceptibility. Based on current inventory data, the Near East and Northeast Target Areas have a few hundred potential planting locations within City street margins, parks, and playgrounds. Planting locations are based on minimum street margin widths and recommended proximity to above ground features including (driveways aprons, utility poles, intersections, fire hydrants, street signs, etc.). Approximately 35 trees will be planted as part of the project.

4	Project Name	Watertown Housing Authority Sidewalk Reconstruction Project
	Target Area	Eastern
	Goals Supported	Neighborhood Stabilization and Revitalization Environment and Quality of Life Enrichment
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$30,000
	Description	This project will involve sidewalk reconstruction on Walker Avenue and Burns Avenue at the Meadowbrook Apartment Complex. The purpose of the reconstruction is to improve the routes of travel within the City owned street right-of-way, located in the City's Eastern Target Area.
	Target Date	10/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 301 low to moderate-income (LMI) families will benefit from the proposed project based on the estimated number of families in the Block Group and the LMI percentage for the Block Group that the project covers. Since 2020 ACS data on total families in a geography is only available at the Census Tract level, the City divided the number of families evenly across the three Block Groups in Census Tract 612 when estimating the number of families.
	Location Description	The project will take place at Meadowbrook Apartment Complex on Walker Avenue and Burns Avenue
	Planned Activities	Sidewalk improvements.

5	Project Name	Owner-Occupied Housing Rehabilitation Program 2023
	Target Area	Downtown East Near East Near West Northeast Northwest
	Goals Supported	Neighborhood Stabilization and Revitalization Affordable Housing Rehabilitation
	Needs Addressed	Decent Affordable Housing
	Funding	CDBG: \$196,000
	Description	The owner-occupied housing rehabilitation program will provide rehabilitation assistance for substandard 1-to-4-unit owner-occupied properties within the City.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 2023 Owner-Occupied Rehabilitation funds will assist approximately seven low to moderate income families.
	Location Description	The project will take place throughout the City of Watertown.
	Planned Activities	The Owner-Occupied Housing Rehabilitation Program will offer loans and/or grants to low- and moderate-income homeowners to rehabilitate their 1-to-4-unit homes.

6	Project Name	Homebuyer Program 2023
	Target Area	Downtown East Near East Near West Northeast Northwest
	Goals Supported	Neighborhood Stabilization and Revitalization Homeownership Assistance
	Needs Addressed	Homeownership
	Funding	CDBG: \$196,000
	Description	This project will provide grants to assist qualified low-to-moderate income individuals with down payment assistance toward the purchase of a new home. The project is designed to increase the opportunity for homeownership throughout the City, with an emphasis on our CDBG target areas.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	This program will assist approximately seven low to moderate income families.
	Location Description	The project will take place throughout the City of Watertown.
	Planned Activities	The Homebuyer Program will provide grants to assist qualified low-to-moderate income individuals with down payment assistance toward the purchase of a new home.

7	Project Name	518 Pine Street Transitional Housing SRO
	Target Area	None
	Goals Supported	Homeless Assistance
	Needs Addressed	Homeless Prevention
	Funding	\$25,000
	Description	North Country Transitional Living Services, Inc. (NCTLS) has partnered with the Jefferson County Department of Social Services (JCDSS) to open a single room occupancy (SRO) facility located at 518 Pine Street. The 18-bed facility provides safe, supervised transitional housing to individuals experiencing homelessness. On-site Case Managers link and refer individuals to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits. The program will identify an individual's need not only for housing but also securing other resources needed to maintain housing stability (food security, health insurance, vocational and educational support, medical treatment, transportation, clothing, social connectedness, etc.).
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that this project will assist approximately 40 homeless individuals.
	Location Description	The project is located at 518 Pine Street in the City.
	Planned Activities	The project will provide case-management to assess individuals' needs and barriers relative to independent housing in the community and develop a plan of service to assist them to achieve it. Case Managers will link and refer to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits.

8	Project Name	542 Cooper Street Demolition
	Target Area	Northeast
	Goals Supported	Neighborhood Stabilization and Revitalization
	Needs Addressed	Blight Elimination
	Funding	CDBG: \$40,000
	Description	This project will involve the demolition of a blighted structure located at 542 Cooper Street in the City's Northeast Target Area. The project will remove a blighted structure and will aid in the prevention of blight spreading to adjacent properties.
	Target Date	10/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	This project will take place at 542 Cooper Street.
	Planned Activities	A dilapidated apartment building located on the parcel will be demolished.

9	Project Name	Fair Housing Education 2023
	Target Area	Downtown East Near East Near West Northeast Northwest
	Goals Supported	Fair Housing Education
	Needs Addressed	Fair Housing Education
	Funding	CDBG: \$5,000
	Description	The City of Watertown proposes to undertake a Fair Housing Education Project aimed at informing citizens of their Fair Housing rights and educating staff. This informational campaign will include, but not necessarily be limited to advertising and outreach, as well as in-person and/or online teaching sessions. Lack of knowledge of Fair Housing rights on the part of both tenants and housing providers was identified as an impediment in the City's Analysis of Impediments to Fair Housing. This education and outreach program will help to increase awareness and understanding of Fair Housing rights in the community.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 25 families will benefit from the proposed project.
	Location Description	The project will take place throughout the City of Watertown.
	Planned Activities	The project will consist of an informational campaign to include advertising and outreach, as well as either virtual or in-person teaching sessions.

10	Project Name	WCSD Food for Families (Backpack) Program
	Target Area	Downtown, Near East, East, Northeast, Northwest, West
	Goals Supported	Public Services Support
	Needs Addressed	Support of Public Services
	Funding	CDBG: \$8,000
	Description	This project will provide funding for the Watertown City School District (WCSD) backpack program, Food 4 Families. The Program provides impoverished children and their families with a backpack full of food each Friday so they have food to eat over the weekend. This enables them to be better prepared to learn when the new school week starts. The long-term goals of the program include improving scores, attendance, graduation rates, etc. The program is carried out at all school buildings within the District, with the numbers of backpacks per school being divided evenly based on school population and need. For school year 21-22, the school district reported 75% of its students as economically disadvantaged. The program is currently run entirely on donations made to a backpack fund set up at the United Way, which allows for the purchase of food through the CNY Foodbank. Volunteers from the community raise funds for the purchase of food, which is packed into bags each Wednesday by students and volunteers. The program provides approximately 120 backpacks each week during the school year, but there is greater need in the District than the program can provide.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This program will assist approximately 50 low to moderate income families, over the course of 40 weeks.
	Location Description	The program will service all schools in the Watertown City School District.
	Planned Activities	The Watertown City School District Food 4 Families Program will provide food for approximately 50 students and their families throughout the Watertown City School District each week for 40 weeks during the school year.

11	Project Name	Black River Trail – Final Design
	Target Area	Northeast
	Goals Supported	Environment and Quality of Life Enrichment
	Needs Addressed	Public Infrastructure Improvements Environment and Quality of Life Enrichment
	Funding	CDBG: \$26,350
	Description	The City of Watertown received a Transportation Alternatives Grant (TAP) grant from the NYS Department of Transportation during the 2021 Award Round (announced in 2022) to construct an extension to the Black River Trail. The new trail segment will start at the Eastern Boulevard Bridge/Marble Street Park area and will follow Marble Street to Water Street. It will then connect to and follow an old railroad bed to Sewall’s Island. The trail will then cross Factory Street and will follow Fairbanks Street to Factory Square Park, bringing the Black River Trail to the edge of downtown Watertown. The City anticipates that the final design will be complete in spring 2024.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 745 families live in Census Tract 613, which is the tract served by these trail improvements and who the trail extension will serve the most. The Census has marked this tract as a High Poverty Area, so those at the highest poverty level in the City will be the beneficiaries of these improvements.
	Location Description	The new trail will start at the Eastern Boulevard Bridge/Marble Street Park area and will follow Marble Street to Water Street. It will then connect to and follow an old railroad bed to Sewall’s Island. The trail will then cross Factory Street and will follow Fairbanks Street to Factory Square Park.
	Planned Activities	The CDBG funding will be used to help pay for the cost of the final design of the new trail.

12	Project Name	Program Administration 2023
	Target Area	Downtown East Near East Near West Northeast Northwest
	Goals Supported	Planning and Administration
	Needs Addressed	Decent Affordable Housing Homeownership Public Infrastructure Improvements Environment and Quality of Life Enrichment Blight Elimination Fair Housing Education Support of Public Services Homeless Prevention
	Funding	CDBG: \$22,112
	Description	This project is for the administration of the CDBG Program.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	This covers wherever the CDBG funds will be spent.
	Planned Activities	The City will administer the CDBG Program.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The City estimates that it will spend approximately 45 percent of its PY 2023 Entitlement award in the Northeast Target Area, marking the third consecutive Program Year that the Northeast Target Area will receive between 45 and 50 percent of programmed spending in the Annual Action Plan (49 percent in PY 2021 and 48 percent in PY 2022). The Burlington Street Reconstruction Project, which accounts for approximately 30 percent of the City's PY 2023 Entitlement award, is located in the Northeast Target Area, as are the 542 Cooper Street Demolition and the Black River Trail – Final Design, the latter of which the City anticipates will yield a construction project in the PY 2024 Annual Action Plan.

The Northwest Target Area will also see significant investment in PY 2023. The Northwest Target Area Tree Planting Project will occur in this neighborhood and the City's North Side ADA Ramp Replacement Project Phase 3 will occur primarily across both North Side Target Areas.

Of particular note in the Northwest Target Area are two ramps that the City will install as part of a crosswalk request. Credo Community Center for the Treatment of Addictions, a local nonprofit submitted a request to the City for a crosswalk across Main Street West at the T-intersection with Bradley Street in front of their building. Striping this crosswalk will require a new ADA ramp on one side of the street and upgrading a ramp on the opposite corner. Both ramps associated with this crosswalk request are included as part of the North Side ADA Ramp Replacement Project Phase 3.

The City will also be assisting the Watertown Housing Authority (WHA), a local public housing agency, with reconstructed sidewalks at its Meadowbrook complex in the East Target Area with the WHA Meadowbrook Sidewalk Reconstruction Project.

Many proposed projects for 2023 will be citywide. The Owner-Occupied Housing Rehabilitation Project, Homebuyer Program, Fair Housing Education Project, WCSD Food for Families Program and the 518 Pine Street Transitional Housing SRO will all have citywide benefits including locations outside of Target Areas.

For the purposes of calculating the percentage of funds spent in each Target Area, the City took different approaches to each project. For the single-location projects within Target Areas, the City assigned those funds to the appropriate Target Areas. For the Food For Families and Fair Housing Education projects, the City divided the total amount programmed by seven (the six Target Areas plus Non-Target Area spending). For the Owner-Occupied Housing Rehabilitation and Homebuyer programs, the City divided the amount programmed by six (the five Target Areas excluding Downtown plus Non-Target Area locations). The City excluded downtown because the amount of owner-occupied units downtown is not statistically significant. Finally, for Program Administration, the City divided the programmed amount evenly across the six Target Areas.

Since some spending will occur outside of Target Areas, the values in the “Percentage of Funds” table immediately below will only add up to 91 percent, as it only tabulates spending within Target Areas.

Geographic Distribution

Target Area	Percentage of Funds
Downtown	1
Near East	8
East	11
Northeast	45
Northwest	18
Near West	8

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

In all Program Years since 2017, the last time the City designated a focus area, the City has selected projects based upon the most urgent needs and maximum impacts; and will continue that strategy in PY 2023. Over the last three program years, that prioritization strategy has led to an unofficial focus on the Northeast Target Area, as that is where the City has identified the most impactful projects.

The disability rates in Census Tracts 613 and 614, which together make up the City’s North Side, are 21.2 percent and 22.4 percent, respectively, which are the second and third highest disability rates of the seven Census Tracts in the City, behind only Census Tract 621, which makes up downtown, making ADA ramp projects on the North Side particularly impactful.

In addition, Neighbors of Watertown, the City’s sub-recipient responsible for implementing the Owner-Occupied Rehabilitation and Homebuyer Programs, has a long waitlist of applicants for this assistance. Many applicants have been on this list for over a year or more, and position on the waitlist will take precedence over geographic location when selecting recipients of this assistance.

Discussion

Although the City will again not designate a formal focus area for PY 2023, the City anticipates spending a plurality of funds in the Northeast Target Area for the third consecutive year, as this is where the City has identified the most impactful potential projects, particularly the Burlington Street Reconstruction Project and Black River Trail – Final Design.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

CDBG funded activities for this program year will address improvements to public infrastructure, owner-occupied housing rehabilitation, homebuyer assistance, blight removal, fair housing education initiatives, homeless assistance and projects that support the social needs identified by the community through our public outreach process.

Actions planned to address obstacles to meeting underserved needs.

The City's owner-occupied housing rehabilitation program will help to improve the quality of the housing stock in the City by providing assistance to those who otherwise could not afford it. Additionally, by providing operating assistance for the 518 Pine Street Single-Room Occupancy program, the City will be helping to address the needs of those in need of housing assistance.

Actions planned to foster and maintain affordable housing.

The owner-occupied housing program will also help to maintain affordable housing in the community. The owner-occupied program will help rehabilitate seven homes. The homebuyer program will allow families to purchase a home that otherwise would not be able to afford to own a home of their own. The homebuyer program will help seven families purchase a home.

Actions planned to reduce lead-based paint hazards.

The housing rehabilitation program and homebuyer program mentioned above will also serve to mitigate and remove lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

Housing rehabilitation will help to reduce the cost of living for poverty level families. Additionally, the homeless assistance program will provide unhoused individuals with secure house and connect them with social services which will hopefully lead them out of homelessness. The Food 4 Families Program will provide food and nutrition for families on the weekends, which will help ease their food cost burden.

Actions planned to develop institutional structure.

The City of Watertown Planning and Community Development Department remains responsible for the administration of the CDBG Program. Effective delivery of the program requires constant communication and coordination with numerous City departments and agencies. Within the Planning and Community Development Department, CDBG duties and program areas (housing, public improvements, and public services) have been divided among all staff members. This provides staff the

ability to provide assistance in all program areas as the workload dictates. Additionally, an effort has been made to involve multiple staff members in each program area so that the department is not left in a difficult position in the event of staff changes.

Planning Staff has also involved members of the City's GIS Department in spatial analyses related to planning efforts for the CDBG program. Planning Staff works closely with GIS Staff to educate them about the CDBG program so that the GIS Department can continue to contribute to the City's administration of the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

As part of our 2023 Annual Action Plan, the City is collaborating with North Country Transitional Living Services, Inc. (NCTLS) on a Transitional Homeless Housing Single Room Occupancy (SRO) facility that they have developed in partnership with the Jefferson County Department of Social Services (DSS) at 518 Pine Street in the City. The 18-bed SRO facility provides safe, supervised transitional housing to individuals experiencing homelessness. The City will also collaborate with CNY Fair Housing to provide Fair Housing services. The City will also be assisting our local public housing agency, the Watertown Housing Authority, by providing assistance to reconstruct sidewalks at its Meadowbrook complex. The City has a sub-recipient agreement with Neighbors of Watertown, a not-for profit housing agency, to administer the housing programs funded with CDBG funds.

The City will continue to strive to find ways to help improve cooperation between the public and private entities that comprise its partner organizations.

Discussion

In addition to the actions listed above, the City will direct funding toward infrastructure replacement and new infrastructure construction, including new streets and sidewalks, ADA ramps, trail design and new tree plantings.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l) (1,2,4)

Introduction

The City's rental rehabilitation program is the only source of program income for our entitlement community. The payments received to date are typically spent with our next drawdown and we do not anticipate having any program income on hand at the end of this program year that has not been reprogrammed.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	98.00%

Discussion: We expect that approximately 98 percent of the available funds for the program year will benefit low- and moderate-income persons. We will use a 1-year period to determine the overall benefit for Program Year 2023.

Res No. 4

May 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Adopting City of Watertown FTA Controlled Substance and Alcohol Testing Policy

Federal regulations require the City of Watertown to adopt a Federal Transit Administration (FTA) Controlled Substance and Alcohol Testing Policy. The current policy was adopted back in 2018 and requires updating after a recent audit of the City's FTA drug and alcohol program.

The new policy was built using the FTA's drug and alcohol policy builder to ensure compliance with FTA regulations.

The attached resolution for Council consideration adopts this program effective immediately.

RESOLUTION

Page 1 of 1

Adopting City of Watertown FTA
Controlled Substance and Alcohol
Testing Policy

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the recipient of Urbanized Area Formula Funding, 5307 funds, and

WHEREAS Federal regulations mandate that the City of Watertown adopt a Controlled Substance and Alcohol Testing Policy which was last adopted on May 7, 2018, and

WHEREAS a new policy has been formulated which complies with all current FTA Drug and Alcohol regulations,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the FTA City of Watertown Controlled Substance and Alcohol Testing Policy, a copy of which is attached and made part of this resolution, effective immediately.

Seconded by

The City of Watertown

Drug and Alcohol Policy

Effective as of May 1, 2023

Adopted by: Watertown City Council

Date Adopted: May 1, 2023

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I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect The City of Watertown's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All The City of Watertown employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their Department Head no later than five days after such conviction. Any failure to do so may lead to disciplinary action up to and including termination.

Tests conducted under the sole authority of the City of Watertown will be performed on non-DOT forms and will be kept separate from DOT testing in all respects.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

The City of Watertown, under its own authority, also prohibits the consumption of alcohol at all times while the employee is on duty, or anytime the employee is in uniform.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

Per The City of Watertown policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be subject to discipline up to and including termination.

The City of Watertown will pay the cost for rehabilitation services.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when The City of Watertown has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by The City of Watertown using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

FTA Drug and Alcohol Policy – The City of Watertown

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by The City of Watertown using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

While FTA policy will take precedence, any accidents that do not fall under said authority will be tested for drugs/metabolites, alcohol, or both, under the authority of the City of Watertown.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, The City of Watertown will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The City of Watertown guarantees that the split specimen test will be conducted in a timely fashion. **The City of Watertown will pay the cost associated with a split specimen.**

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by The City of Watertown.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or The City of Watertown for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or The City of Watertown's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the City of Watertown's Human Resource Manager, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Department Head. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about The City of Watertown's anti-drug and alcohol misuse program, contact the Human Resource Manager at (315)785-7732.

Attachment A: Covered Positions

Transit Supervisor

Head Bus Driver

Transit Operators

Motor Equipment Mechanics

April 24, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-15 Ready Mix Concrete Products
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Ready Mix Concrete Products, per City specifications and publicly opened and read the sealed bids on March 29, 2023, at 2:00 p.m. EST. Bids were provided to five (5) plan houses and four (4) potential vendors.

The Purchasing Department received one (1) sealed bid submittal and the bid tabulation is shown below:

Vendor Name, Address and Point of Contact		Watertown Concrete	
		24471 Route 12	
		Watertown, NY 13601	
		Jason Belcher wconcrete@twcny.rr.com	
Item Description	UOM	Per Unit Price	Delivery min
4,000 lb Coarse Mix	Yd	\$166.00	3 CY
4,000 lb Fine Mix	Yd	\$166.00	3 CY
5,000 lb Fine Mix	Yd	\$170.00	3 CY
4,000 lb Coarse Mix/ Heated Concrete	Yd	\$178.00	3 CY
4,000 lb Fine Mix/ Heated Concrete	Yd	\$178.00	3 CY
5,000 lb Fine Mix/ Heated Concrete	Yd	\$182.00	3 CY
733.0102 - Controlled Low Strength Material	Yd	\$130.00	3 CY

The Purchasing Manager and Public Works Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for the Ready Mix Concrete Products to Watertown Concrete as the lowest responsive responsible bidder using the pricing shown above for the fiscal period of July 1, 2023 – June 30, 2024.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Ready Mix Concrete Products
Watertown Concrete

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to purchase Ready Mix Concrete Products on an as needed basis for the fiscal period of July 1, 2023 – June 30, 2024, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for Ready Mix Concrete Products, and

WHEREAS on March 29, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Public Works Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Watertown Concrete, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Watertown Concrete per the pricing schedule proposed, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to execute any contracts associated with implementing the award on behalf of the City of Watertown.

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	Ready- Mix Concrete Products
Bid / RFP Number:	Bid #2023-15
Opening Date:	Wednesday March 29, 2023 @ 2:00 PM

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

Vendor Name, Address and Point of Contact		Watertown Concrete									
		24471 Route 12									
		Watertown, NY 13601									
		Jason Belcher									
		wconcrete@twcny.rr.com									
Item Description	UOM	Per Unit Price	Delivery min	Per Unit Price	Delivery min	Per Unit Price	Delivery min	Per Unit Price	Delivery min	Per Unit Price	Delivery min
4,000 lb Coarse Mix	Yd	\$166.00	3 CY								
4,000 lb Fine Mix	Yd	\$166.00	3 CY								
5,000 lb Fine Mix	Yd	\$170.00	3 CY								
4,000 lb Coarse Mix/ Heated Concrete	Yd	\$178.00	3 CY								
4,000 lb Fine Mix/ Heated Concrete	Yd	\$178.00	3 CY								
5,000 lb Fine Mix/ Heated Concrete	Yd	\$182.00	3 CY								
733.0102 - Controlled Low Strength Material	Yd	\$130.00	3 CY								

April 25, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-17 535 Olive Street Demolition Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the 535 Olive Street Demolition Project, per City specifications and publicly opened and read the sealed bids on April 20, 2023, at 2:00 p.m. EST. Bids were provided to five (5) plan houses and eighteen (18) potential vendors.

The Purchasing Department received two (2) sealed bid submittals and the bid tabulations are shown below:

Vendor Name Location and Point of Contact	MJ's Contracting Services, Inc	Bronze Contracting, LLC
	379 N Stafford Ave, Suite 3	9188 NY-12
	Waterville, NY 13480	Remsen, NY 13438
	Christopher Cleveland	Donald DeVaul
	ccleveland@micsi.com	don.bronze@yahoo.com
Total Bid Project	\$61,900.00	\$33,800.00

The Purchasing Manager and Planning & Community Development Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the 535 Olive Street Demolition Project to Bronze Contracting, LLC as the lowest responsive responsible bidder at a total price of **\$33,800.00**.

The 535 Olive Street Demolition Project will be funded using funds from the City's 2021 Community Development Block Grant (CDBG) Entitlement Grant.

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

RESOLUTION

Page 1 of 1

Accepting Bid for 535 Olive Street Demolition
Project Bronze Contracting, LLC

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to abate and demolish the abandoned existing structure located on 535 Olive Street, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the 535 Olive Street Demolition Project, and

WHEREAS on April 20, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Planning & Community Development Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Bronze Contracting, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Bronze Contracting, LLC in the amount of \$33,800.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK
CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	535 Olive St Demolition Project
Bid Number:	2023-17
Bid Opening Date:	April 20, 2023 @ 2:00 PM

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

Vendor Name Location and Point of Contact	MJ's Contracting Services, Inc	Bronze Contracting, LLC			
	379 N Stafford Ave, Suite 3	9188 NY-12			
	Waterville, NY 13480	Remsen, NY 13438			
	Chistopher Cleveland	Donald DeVaul			
	ccleveland@micsi.com	don.bronze@yahoo.com			
Total Bid Project	\$61,900.00	\$33,800.00			
Addendum Acknowledgement (if any)	N/A	N/A			
Bid Bond or Check (B / C)	B	B			
Non-Collusive Bidding Certificate	Y	Y			
Certificate of Compliance with the Iran Divestment Act	Y	Y			
Sexual Harassment Form	Y	Y			
SAM's & NYS Debarred					

April 25, 2023

To: The Honorable Mayor and City Council

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

Subject: Authorizing Payment to National Grid for the Proposed Street Lighting Removal on Court Street by for the Downtown Streetscape Project

As the City Council may recall, the Downtown Streetscape Project, funded in part by a Downtown Revitalization Initiative (DRI) grant and American Rescue Plan Act funds, included replacing the existing cobra head streetlights on Court Street with ornamental lights that match those that are in Public Square. The cost for purchasing and installing the lights was included in the overall cost of the project.

Shortly after the design work for the project began, representatives from our consulting engineer, Barton & Loguidice (B&L) contacted National Grid to involve them with the design as their streetlights would be impacted by the project. B&L and the City worked with National Grid to get the specifications for the proposed ornamental lights approved. The project was bid in the Spring of 2022 and construction began last summer.

On October 27, 2022, National Grid sent a letter to the City stating that there would be a charge for the removal of the streetlights on Court Street, as well as an asset termination fee. The total cost is approximately \$28,000.

In 1991, the City of Watertown entered into a Streetlight Agreement with Niagara Mohawk. The agreement was completed at the same time as the Power Purchase Agreement. In the agreement, there is a clause that states that any future additions, upgrades, or expansions of the existing street lighting system will be at the sole direction of the City and that the City may provide all the equipment necessary and Niagara Mohawk will install it at its sole cost and expense.

The City has upgraded the streetlighting from cobra heads to ornamental lighting on several projects in the past including the Public Square Reconstruction Project and the reconstruction of Emerson Place and State Place. For those projects, National Grid followed the agreement and allowed the upgrade to the ornamental lighting. In those instances, the City paid for the new lights, poles, foundations, wiring, etc., and National Grid removed the old assets and installed the new.

For this project, National Grid is claiming that it is entitled to compensation for removing the old streetlights. Staff disagrees with this assertion. In fact, our previous City Attorney, Robert Slye, responded to National Grid's claim in a letter dated November 22, 2022, disagreeing with National Grid's assertion and rejecting the proposed charges.

National Grid, however, still insists that they are entitled to compensation. In a March 13, 2023, response to Attorney Slye's letter, National Grid's attorney, John Amandolare stated that in this particular situation, the City is requesting the premature removal (retirement) of the existing streetlights before the end of their useful life, which is something that is not covered by the Streetlight Agreement and therefore the Public Service Commission's No. 214 Tariff applies to permanently discontinue the streetlights.

The removal of the streetlights is obviously at a standstill and has started to affect work on the project and the construction schedule. The City's contractor, CCI, had to work around the existing light poles last fall. CCI is now preparing to pour new sidewalks and curbs and complete other work and will be faced with the same issue. Ongoing failure to remove the streetlights will soon delay the project and the City could be faced with cost increases associated with the delay such as remobilization costs and increases due to rising labor and material costs. The prolonged inconvenience to businesses, pedestrians and motorists is also a consideration.

Staff is therefore recommending that the City Council authorize the payment of the invoices to National Grid in an amount not to exceed \$28,348.31 for the removal of the streetlights on Court Street to avoid future delays to the completion of the project and avoid any cost increases associated with the same.

Funding to pay for the additional costs will be from the American Rescue Plan Act funds awarded to the City.

RESOLUTION

Page 1 of 1

Authorizing Payment to National Grid
for the Proposed Street Lighting
Removal on Court Street by for the
Downtown Streetscape Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has recently undertaken the Downtown Streetscape Project which includes improvements to Court Street, and

WHEREAS the proposed improvements on Court Street include the upgrade of the existing cobra head streetlights to ornamental streetlights, and

WHEREAS the existing cobra head streetlights need to be removed as part of the project, and

WHEREAS National Grid has determined that the removal of the streetlights is not covered by the City's Streetlight Agreement, and

WHEREAS National Grid has estimated the cost of the removal, including an asset termination fee to be \$28,348.31, and

WHEREAS National Grid will not schedule the work to remove the streetlights until they receive payment from the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes payment to National Grid in an amount not to exceed \$28,348.31 for the removal of thirteen cobra head streetlights on Court Street, including an asset termination fee, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to sign the attached customer acceptance letter and pay the attached invoices for the project.

Seconded by:



Jennifer Egeberg
Consumer Representative
Regional Account Services

April 24, 2023

REVISED PRICING 4/2023

Mr. Michael Lumbis
City of Watertown
245 Washington St.
Watertown, NY 13601

RE: Proposed Street Lighting Removal- Court St.

Dear Mr. Lumbis:

The following is a cost estimate only, for the removal of street lighting facilities within the City of Watertown at your request.

The estimated cost for this work is \$28,348.31

The scope of work includes removal of the existing street lighting facilities on Court St. WR 30654608 includes removal of 7 lights (Poles L-6S10, L-6S11, L-6S12, L-6S13, L-6S14, L-6S15, L-6S16). WR 30654611 includes the removal of 6 lights (Poles L-6S17, L-6S18G, L-6S19 L-6S20, L-6S21, L-6S9). This work also includes the removal of overhead streetlight wire.

This price quoted is broken down into two distinct portions: The first is the asset termination fee for the luminaires, arms/brackets and poles which is a fixed fee. For the lighting facilities requested the total dollar value is \$12,568.40. The second portion of the price quoted is the estimated labor to remove the street lighting facilities. National Grid has estimated the total removal cost at \$15,779.91 (\$7209.61 + \$8,570.30, invoice for each WR- work request). This portion of the price quote must be reconciled at the conclusion of the project per PSC No. 220 Tariff, Rule 28.

This estimate is valid for 90 days from the date of this letter. Should you choose to proceed, please sign below and return to my attention. The three invoices for the fees listed above have been included with the letter. Upon receipt of the signed letter and payment of the invoices, the project will move to scheduling. National Grid can not schedule the above work request until the signed letter and payment have been received. You may return this signed letter by email to the address listed below, or regular US Mail.

If you have any questions, please feel free to call me at 315-785-7331 or email me.

Sincerely,

Jennifer Egeberg
nationalgrid
Office 315-785-7331

Customer Acceptance:

Name: _____

By: _____

Title: _____

Date: _____

**INVOICE**

National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number: 500136849
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Work Order: 10030654611

CITY OF WATERTOWN
245 Washington St
Watertown NY 13601-3334

Line	Description	Quantity UOM	Unit Amt	Net Amount
<p>Please make this payment promptly to ensure your job progresses in a timely manner. National Grid's Updated streetlight terminate fee (NBV) for removal of 13 roadway streetlights along Court St. City of Watertown. Associated jobs WR 30654611 & WR 30654608 If paying by wire: Wire Payment: JPMorgan Chase, Bank Routing Number (ABA): 021000021, Credit: National Grid USA, Bank Acct. Number: 777149642. Please provide invoice and customer number with payment or transaction If you have any questions about this invoice, please contact JENNIFER EGEBERG at JENNIFER.EGEBERG@NATIONALGRID.COM</p>				
10	Non Utility Billing Line Item	1.000 EA	12,568.40	\$12,568.40
Sub Total :				12,568.40
Total Taxes :				0.00
TOTAL AMOUNT DUE:				\$12,568.40

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

Writing your invoice number on your check will help ensure your payment is properly applied.

Make checks payable to National Grid. PO Box does not accept overnight delivery.

National Grid
P.O.Box 29805
New York, NY 10087-29805

AMOUNT DUE: \$12,568.40

Invoice Number: 500136849
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Company Code: 5210

**INVOICE**

National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number: 500136847
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Work Order: 10030654608

CITY OF WATERTOWN
245 Washington St
Watertown NY 13601-3334

Line	Description	Quantity	UOM	Unit Amt	Net Amount
<p>Please make this payment promptly to ensure your job progresses in a timely manner. National Grid Updated estimated charges for removal of existing streetlights and overhead wire along Court St. (North side) as requested by City of Watertown for streetscape project along Court St. Watertown, NY 13601. WR 30654608 If paying by wire: Wire Payment: JPMorgan Chase, Bank Routing Number (ABA): 021000021, Credit: National Grid USA, Bank Acct. Number: 777149642. Please provide invoice and customer number with payment or transaction If you have any questions about this invoice, please contact JENNIFER EGEBERG at JENNIFER.EGEBERG@NATIONALGRID.COM</p>					
10	Non Utility Billing Line Item	1.000	EA	8,570.30	\$8,570.30
Sub Total :					8,570.30
Total Taxes :					0.00
TOTAL AMOUNT DUE:					\$8,570.30

Prices are subject to change after 90 days
Please be sure to remit your payment to the address provided on the remittance stub below.
Do not send payments to the company representative who quoted you the value for the work to be performed.

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

Writing your invoice number on your check will help ensure your payment is properly applied.

Make checks payable to National Grid. PO Box does not accept overnight delivery.

National Grid
P.O.Box 29805
New York, NY 10087-29805

AMOUNT DUE: \$8,570.30

Invoice Number: 500136847
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Company Code: 5210

**INVOICE**

National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

CITY OF WATERTOWN
245 Washington St
Watertown NY 13601-3334

Invoice Number: 500136847
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Work Order: 10030654608

ACH Payments (Banking Information) up to \$99,999 can be made for a One Time Fee through Speedpay at <https://internet.speedpay.com/nationalgrid/#/login/guest>. Credit/Debit Card Payments can be made in five (5) \$1,000 Increments for Invoices up to \$5,000, at a fee per Transaction, through Speedpay, by selecting Add Card in the Payment Form at <https://internet.speedpay.com/nationalgrid/#/login/guest>
This is an estimated project cost. Upon project completion, actual project cost will be compared to this estimate, and the difference will either be refunded or billed.

**INVOICE**

National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number: 500136848
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Work Order: 10030654611

CITY OF WATERTOWN
245 Washington St
Watertown NY 13601-3334

Line	Description	Quantity UOM	Unit Amt	Net Amount
<p>Please make this payment promptly to ensure your job progresses in a timely manner. National Grid Updated estimated charges for removal of existing streetlights and overhead wire along Court St. (South side) as requested by City of Watertown for streetscape project along Court St. Watertown, NY 13601. WR 30654611 If paying by wire: Wire Payment: JPMorgan Chase, Bank Routing Number (ABA): 021000021, Credit: National Grid USA, Bank Acct. Number: 777149642. Please provide invoice and customer number with payment or transaction If you have any questions about this invoice, please contact JENNIFER EGEBERG at JENNIFER.EGEBERG@NATIONALGRID.COM</p>				
10	Non Utility Billing Line Item	1.000 EA	7,209.61	\$7,209.61
Sub Total :				7,209.61
Total Taxes :				0.00
TOTAL AMOUNT DUE:				\$7,209.61

Prices are subject to change after 90 days
Please be sure to remit your payment to the address provided on the remittance stub below.
Do not send payments to the company representative who quoted you the value for the work to be performed.

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

Writing your invoice number on your check will help ensure your payment is properly applied.

Make checks payable to National Grid. PO Box does not accept overnight delivery.

National Grid
P.O.Box 29805
New York, NY 10087-29805

AMOUNT DUE: \$7,209.61

Invoice Number: 500136848
Invoice Date: 04/24/2023
Customer Number: 200180465
Due Date: 07/23/2023
Company Code: 5210

**INVOICE**

National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

CITY OF WATERTOWN
245 Washington St
Watertown NY 13601-3334

Invoice Number: 500136848
Invoice Date: 04/24/2023
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ACH Payments (Banking Information) up to \$99,999 can be made for a One Time Fee through Speedpay at <https://internet.speedpay.com/nationalgrid/#/login/guest>. Credit/Debit Card Payments can be made in five (5) \$1,000 Increments for Invoices up to \$5,000, at a fee per Transaction, through Speedpay, by selecting Add Card in the Payment Form at <https://internet.speedpay.com/nationalgrid/#/login/guest>
This is an estimated project cost. Upon project completion, actual project cost will be compared to this estimate, and the difference will either be refunded or billed.

Res No. 8

May 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Supporting the Continued Operation of the Midtown Towers and the Emma Flower Taylor Fire Station Polling Locations.

This resolution is put forward at the request of Councilmember Ruggiero in response to the Jefferson County Board of Elections' decision to pause the Midtown Towers and the Emma Flower Taylor Fire Station polling locations.

RESOLUTION

Page 1 of 2

Supporting the Continued Operation of the
Midtown Towers and the Emma Flower
Taylor Fire Station Polling Locations.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the right of the people to vote is guaranteed as an individual right under the United States Constitution, and

WHEREAS the Watertown City Council, being elected to represent the people of the City of Watertown, are duly sworn by their oath of office to uphold the Constitution of the United States, and

WHEREAS the commissioners of the Jefferson County Board of Elections have unilaterally decided to place two of the six polling locations within the city on pause, and

WHEREAS this pause effectively closes the polling sites at Midtown Towers and the Emma Flower Taylor Fire Station, leaving only four active polling sites within the city for elections in 2023, and

WHEREAS the board of elections notified this body and solicited for comments via social media on March 8, 2023, to be received by March 15, 2023, and

WHEREAS the news media is an effective medium for communicating mass communication to the general public, and

WHEREAS the news media did not cover the pause of polling locations until March 27, 2023, well after the deadline for the submission of comments, and

WHEREAS the closure of the Midtown Towers and the Emma Flower Taylor Fire Station affects many of our seniors who rely primarily on news media over social media, and

WHEREAS to facilitate the submission of comments through an open and transparent process, the board of elections should reconsider their decision to pause these polling locations,

RESOLUTION

Page 2 of 2

Supporting the Continued Operation of the
Midtown Towers and the Emma Flower
Taylor Fire Station Polling Locations.

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby supports the continued operation of the Midtown Towers and the Emma Flower Taylor Fire Station polling sites, and

BE IT FURTHER RESOLVED that this body agrees to revisit the pause for 2024.

Seconded by _____

Res No. 9

April 27, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-19 Thompson Park Golf Clubhouse Electrical Upgrades Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Thompson Park Golf Clubhouse Electrical Upgrades Project, per City specifications and publicly opened and read the sealed bids on April 27, 2023, at 2:00 p.m. EST. Bids were provided to five (5) plan houses and eleven (11) potential vendors.

The Purchasing Department received two (2) sealed bid submittals and the bid tabulations are shown below:

Vendor Name, Address and Point of Contact	Blackstone Electric	Dow Electric
	17421 NYS Rt 12F	3874 State Route 11
	Dexter, NY 13634	Malone, NY 12953
	Mitch Howell	Anthony Dow
	mitch@blackstoneelectric.com	anthonydow@dowelectric.com
Total Base Bid	\$54,126.15	\$61,050.00

The Purchasing Manager and Engineering and Parks and Recreation Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Thompson Park Golf Clubhouse Electrical Upgrades Project to Blackstone Electric as the lowest responsive responsible bidder at a total price of **\$54,126.15**.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park Golf
Clubhouse Electrical Upgrades Project
Blackstone Electric

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to install new panels, wiring, and conduit as part of required electrical upgrades at the Thompson Park Golf Clubhouse located at 1 Thompson Park, Golf Club House Building, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the Thompson Park Golf Clubhouse Electrical Upgrades Project, and

WHEREAS on April 27, 2023, at 2:00 p.m. the bids received were publicly opened and read, and


WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering and Parks and Recreation Departments and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Blackstone Electric,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Blackstone Electric in the amount of \$54,126.15, and

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

Seconded by _____



		CITY OF WATERTOWN, NEW YORK					
		CITY HALL					
		245 WASHINGTON STREET					
		WATERTOWN, NEW YORK 13601-3380					
		Project:	THOMPSON PARK GOLF CLUB HOUSE ELECTRICAL UPGRADES PROJECT				
		Bid / RFP Number:	Bid #2023-19				
		Opening Date:	Thursday, April 27, 2023 @ 2:00 PM				
		The following results are bids as presented at the bid opening and do not represent an award.					
Vendor Name, Address and Point of Contact		Blackstone Electric	Dow Electric				
		17421 NYS Rt 12F	3874 State Route 11				
		Dexter, NY 13634	Malone, NY 12953				
		Mitch Howell	Anthony Dow				
		mitch@blackstoneelectric.com	anthonydow@dowelectric.com				
Total Base Bid		\$54,126.15	\$61,050.00				

Proposed Local Law No. 1 of 2023

April 19, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: A Local Law Overriding the Tax Levy Limit Established by New York
General Municipal Law §3-c

In order for a municipality to adopt a budget which includes a property tax levy increase above the allowable limits as set forth in General Municipal Law §3-c (the Property Tax Cap), a local law must be adopted to override the limit. While we don't anticipate needing it, initiating this procedure not only provides City Council with budget flexibility, it provides the public with an opportunity to be heard on the topic.

Staff is recommending a public hearing be set for Monday, May 15th, at 7:15 p.m. to hear public comments.

LOCAL LAW

Page 1 of 1

A Local Law Overriding the Tax
Levy Limit Established by New York
General Municipal Law §3-c

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	NA'

Introduced by

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council; and

WHEREAS a public hearing on this was held on May 15, 2023, at 7:15 p.m. in the City Council Chambers;

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York, as follows:

Tax Levy Limit Override: The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2023-2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Effective Date: This local law shall take effect immediately upon filing with the Secretary of State.

Seconded by

April 25, 2023

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Budget Session Schedule

The following are the scheduled meetings to discuss the Proposed 2023/24 Budget. Thursday, May 25 and Friday, May 26 will be added if needed.

Thursday, May 4 – 1pm to 3pm
Assessor
City Clerk
Comptroller
Engineering/Code Enforcement
IT
Purchasing
City Manager
Mayor
City Council

Monday, May 8 – 6pm to 9pm

Public Works
Water/Sewer/Hydro
Capital Budget – Engineering

Thursday, May 11 – 1pm to 3 pm

HR/Civil Service
Library
Planning
Bus

Friday, May 12 – 1pm to 3 pm

Parks & Rec
Miscellaneous

Monday, May 22 – 6pm to 9pm

Fire
Police

April 19, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Public Hearings for 2023-24 Operating Budgets and
2023-24 through 2027-28 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 15, 2023

7:15 p.m. Fiscal Year 2023-24 Operating Budgets

7:15 p.m. Fiscal Year 2023-24 through 2027-28 Capital Budget

Staff Report

April 25, 2023

To: The Honorable Mayor and City Council

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

Subject: USDA Forest Service Urban & Community Forestry Inflation Reduction Act
Notice of Funding Opportunity

The U.S. Department of Agriculture Forest Service recently announced that grant applications are being accepted for Urban and Community Forestry funding that has been made available through the Inflation Reduction Act. Up to \$1.5 Billion in funding is available nationwide.

Examples of eligible activities include projects that protect, enhance and expand tree canopy cover, projects that encourage proactive and systematic maintenance and monitoring of urban trees and forested areas and projects that address exotic invasive pest species that adversely impact urban forests.

The minimum grant amount for projects is \$100,000. The grant program requires a dollar for dollar match, which may include in-kind contributions such as personnel salary and fringe costs, materials, supplies and volunteer assistance. A match waiver is also possible for projects that deliver 100% of the funding/program benefits to disadvantaged communities.

Staff has been working to identify a potential project for which to apply, but has not definitively selected a location(s) or project scope. Ideas under consideration include tree planting, maintenance of existing trees (pruning) and possibly the continued treatment of ash and American Elm trees.

If the City Council is interested in applying, Staff will develop a more detailed project scope and budget for review at the next City Council meeting. Staff's goal would be to develop project that would be eligible for the match waiver or to use in-kind services for the match to eliminate any out-of-pocket expenses to the City.

Staff Report

April 25, 2023

To: The Honorable Mayor and City Council

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

Subject: Fair Housing Education and Enforcement Program – Annual Report

As a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development, the City has certified that it will affirmatively further Fair Housing. As a part of this certification, the City is responsible for identifying barriers to Fair Housing and developing strategies to address those barriers.

Since CDBG Program Year 2016, the City has annually retained CNY Fair Housing to conduct Fair Housing education, advertising and enforcement activities in the Watertown service area. Attached for City Council review is a copy of a report from CNY Fair Housing that summarizes their outreach, education and enforcement activities from Program Year 2021 (Calendar Year 2022).



731 James Street | Suite 200 | Syracuse, NY 13203 | www.cnyfairhousing.org | Phone (315) 471-0420

City of Watertown Fair Housing Outreach and Education Program 2022-2023 Summary Report

The following report summarizes activities conducted by CNY Fair Housing under our contract with the City of Watertown between January 1, 2022 and March 31, 2023.

Outreach Activities:

CNY Fair Housing conducted three presentations in the City of Watertown in 2022:

- | | |
|----------|---|
| 4/20/22 | Jefferson County Fair Housing Round Table
Location: Zoom
Reach: 46 people including service providers, housing providers, and government officials
Discussion of fair housing impediments and recommendations to Affirmatively Further Fair Housing. |
| 11/16/22 | Fair Housing Fundamentals for Housing Providers
Location: Zoom and Facebook Live
Reach: 6 people
Topics covered included fair housing basics, reasonable accommodations and modifications, and fair housing and eviction updates. |
| 11/17/22 | Fair Housing Fundamentals for Service Providers
Location: Zoom and Facebook Live
Reach: 9 people
Topics covered included fair housing basics, reasonable accommodations and modifications, and fair housing and eviction updates. |

CNY Fair Housing conducted tabling at two events in 2022:

- | | |
|-----------|--|
| 8/24/2022 | Watertown Farmers Market
Reach: 17 individuals
Distributed flyers, magnetic fact cards |
| 10/8/2022 | Watertown Art Festival
Reach: 100 individuals
Distributed flyers, magnetic fact cards |



731 James Street | Suite 200 | Syracuse, NY 13203 | www.cnyfairhousing.org | Phone (315) 471-0420

CNY Fair Housing conducted marketing activities in Watertown and the surrounding area to educate housing consumers on their fair housing rights. Activities include the following:

One Facebook ad was run for a one-month period resulting in a total reach of 9,186 and 493 clicks. The ads included the following graphics:

Housing discrimination because of familial status is against the law.

**Call CNY Fair Housing
315-471-0420**

Fair Housing Is Your Right. Use It!