

CITY OF WATERTOWN, NEW YORK

AGENDA

Tuesday, January 2, 2024

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, January 2, 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

PUBLIC HEARING

RESOLUTIONS

- Resolution No. 1 - Designating Depositories of City Funds for 2024
- Resolution No. 2 - Accepting Bid for Fairgrounds Grandstand Split Face CMU Replacement Repair & Restoration Project – Powis Contracting, Inc.
- Resolution No. 3 - Approving Inter-Municipal Agreement for Drug and Alcohol Testing with BOCES
- Resolution No. 4 - Readopting Fiscal Year 2023-24 General Fund Budget to Add a Temporary Police Department Lieutenant Position
- Resolution No. 5 - Approving Supplemental Agreement No. 1 with C&S Engineers, Inc., for Newell Street Utility Bridge Maintenance Repairs
- Resolution No. 6 - Extending the Artist Agreement with David Grieco for the DRI Public Art Project
- Resolution No. 7 - Establishing Procedures for Public Access to Records of the City of Watertown, NY
- Resolution No. 8 - Authorizing and Endorsing an Application for Grant Funding Through the New York State Department of Environmental Conservation's Urban and Community Forestry Program

- Resolution No. 9 - Approving Change Order No. 3 with Northern Tier Contracting for 2022 Fire Station Upgrades to Stations 1, 2, and 3 Project
- Resolution No. 10 - Accepting a Grant from the Department of Health to Improve the Water Treatment Plant
- Resolution No. 11- Accepting Bid for Ohio Street Water Main Replacement Project – Edge Civil Corporation
- Resolution No. 12 - Accepting Bid for Winslow Street Water Main Replacement Project – Edge Civil Corporation

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Elected and Appointed Officials, NYS Retirement System, New Regulation Reporting Requirements

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, January 8, 2024, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY, JANUARY 16, 2024 AT 7:00 PM.

Res No. 1

December 18, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Designating Depositories of City Funds for 2024

In accordance with City Charter section 30, City Council shall designate at its first meeting in each year the banks located in the City for the deposit of all City funds. Accordingly, a resolution has been prepared for City Council consideration which establishes the depositories for City funds for the period January 1, 2024 through December 31, 2024.

RESOLUTION

Page 1 of 1

Designating Depositories of
City Funds for 2024

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS Section 30 of the City Charter requires the City Council to designate each year at its first meeting some incorporated bank or banks or trust company located in the City of Watertown for the deposit of all moneys belonging to the City,

NOW THEREFORE BE IT RESOLVED that the following banks be and they are hereby designated as depositories of the City of Watertown, New York, for the year beginning January 1, 2024 and ending December 31, 2024:

Community Bank, N.A.
Key Bank
WSB Municipal Bank

And,

BE IT FURTHER RESOLVED that Community Bank, N.A., Key Bank and WSB Municipal Bank each be required to either execute a bond delivered to the City of Watertown, New York, as approved collateral or to deposit at a mutually agreed upon depository approved collateral of a value up to FIFTY MILLION DOLLARS (\$50,000,000).

Seconded by _____

Res No. 2

December 14, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-34 Fairgrounds Grandstand Split Face CMU Replacement
Repair and Restoration Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Fairgrounds Grandstand Split Face CMU Replacement Repair and Restoration Project, per City specifications and publicly opened and read the sealed bids on December 7, 2023, at 2:00 p.m. EST. Invitation to bids were provided to seven (7) plan houses and fifty-five (55) potential vendors.

The Purchasing Department received four (4) sealed bid submittals and the bid tabulations are shown below:

Powis Contracting, Inc	Charles T. Driscoll Masonry Restoration Co., Inc.	On Point Excavation & Consulting, LLC	Heritage Masonry Restoration Inc.
Copenhagen, NY 13626	Skaneateles Falls, NY 13153	Dexter, NY 13634	Syracuse, NY 13206
\$34,942.75	\$73,900.00	\$112,500.00	\$118,500.00

The Purchasing Manager and Engineering and Parks & Recreation Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Fairgrounds Grandstand Split Face CMU Replacement Repair and Restoration Project to Powis Contracting, Inc. as the lowest responsive responsible bidder at a total price of **\$34,942.75**.

The Fairgrounds Grandstand Split Face CMU Replacement Repair and Restoration Project as adopted in the Fiscal Year 2023-24 Capital Budget, will be funded using funds from the American Rescue Plan Act of 2021.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Fairgrounds Grandstand
Split Face CMU Replacement Repair &
Restoration Project – Powis Contracting, Inc.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to repair and restore the existing split face concrete masonry unit westerly wall of the Fairgrounds Grandstand due to severely deteriorated and missing façade surfaces as well as mold and cracked surface areas, and

WHEREAS the Purchasing Department advertised and received four (4) sealed bids for the Fairgrounds Grandstand Split Face CMU Replacement Repair and Restoration Project, and

WHEREAS on December 7, 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 & Recreation Departments and it is their recommendation that City Council accept the lowest responsive responsible bid submitted by Powis Contracting, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Powis Contracting, Inc. in the amount of \$34,942.75, 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 _____



 1869	CITY OF WATERTOWN, NEW YORK			
	CITY HALL			
	245 WASHINGTON STREET			
	WATERTOWN, NEW YORK 13601-3380			
	Project:		Fairgrounds Grandstand Split Face CMU Replacement Repair and Restoration	
	Bid / RFP Number:		Bid #2023-34	
	Opening Date:		Thursday December 7, 2023 @ 2:00 PM	
	<i>The following results are bids as presented at the bid opening and do not represent an award.</i>			
Vendor Name, Address and Point of Contact	Powis Contracting, Inc	Charles T. Driscoll Masonry Restoration Co., Inc.	On Point Excavation & Consulting, LLC	Heritage Masonry Restoration Inc.
	Copenhagen, NY 13626	Skaneateles Falls, NY 13153	Dexter, NY 13634	Syracuse, NY 13206
Total Base Bid	\$34,942.75	\$73,900.00	\$112,500.00	\$118,500.00

**FISCAL YEAR 2023-2024
CAPITAL BUDGET
FACILITY IMPROVEMENTS
FAIRGROUNDS**

PROJECT DESCRIPTION	COST
<p>Fairgrounds Grandstand Split Face Concrete Masonry Unit Repair/Restoration</p> <p>This project includes repair and restoration work necessary to the existing split face concrete masonry unit westerly wall of the Fairgrounds Grandstand due to severely deteriorated and missing facade surfaces as well as mold and cracked surface areas.</p> <p>Repair/ restoration project includes removal of mold, repairing cracked area surfaces, restoration to the split face concrete masonry unit areas, and cleaning the split face concrete masonry unit wall.</p>  <p>Funding to support this project will be from the American Rescue Plan Act of 2021.</p>	<p>\$55,000</p>
TOTAL	\$55,000

December 20, 2023

To: The Honorable Mayor and City Council

From: Logan M. Eddy, Confidential Assistant to the City Manager

Subject: Approving Inter-Municipal Agreement for Drug and Alcohol Testing with BOCES

In mid-December we were notified by the City's drug and alcohol testing provider NNYOHS that they will cease operations effective January 1, 2024. They were initially awarded the contract for this service on January 1, 2020.

The City is required to have a drug and alcohol testing provider available at all times in case there is a need for a post-accident or reasonable suspicion drug or alcohol test. DOT regulations also require that a certain percentage of our CDL drivers receive random drug and alcohol testing. Prior to NNYOHS being awarded the contract, Jeff-Lewis BOCES performed our drug and alcohol testing for a year and a half.

Staff reached out to BOCES to see if they would be willing to perform our drug and alcohol testing again. They have agreed to perform these services and require that the attached Inter-Municipal Agreement be executed. This agreement covers a period of 6 months at which time the City can opt to sign another 1-year agreement or issue a request for proposal for these services.

It is recommended that City Council approve the Inter-Municipal Agreement given BOCES' familiarity with the City and their past performance of these services. Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Inter-Municipal Agreement for
Drug and Alcohol Testing with BOCES

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES is a duly constituted Board of Cooperative Educational Services formed pursuant to the provisions of Article 40 of the New York State Education Law, and

WHEREAS City of Watertown is a municipal corporation formed pursuant to the laws and the Constitution of the State of New York, and

WHEREAS New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone, and

WHEREAS BOCES provides drug and alcohol testing in conformity with the United States Department of Transportation regulations, and

WHEREAS City desires to use BOCES as the provider of its random, post-accident, and reasonable suspicion testing, and

WHEREAS BOCES has provided this service for the City in the past, and

WHEREAS an Inter-Municipal Agreement with BOCES to provide drug and alcohol testing services has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Inter-Municipal Agreement for drug and alcohol testing with Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services, a copy of which is attached and made part of this resolution, and

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

Seconded by

Memorandum of Inter-Municipal Agreement

Between

Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES

and

CITY OF WATERTOWN

This Agreement, dated _____, by and between Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services, (hereinafter “BOCES”), with offices at 20104 State Route 3, Watertown, New York 13601, and City of Watertown, with offices at 245 Washington Street, Watertown NY 13601 (together, the “Parties”).

RECITALS

Whereas, BOCES is a duly constituted Board of Cooperative Educational Services formed pursuant to the provisions of Article 40 of the New York State Education Law; and

Whereas, City of Watertown is a municipal corporation formed pursuant to the laws and the Constitution of the State of New York; and

Whereas, New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone.

Whereas, BOCES, as part of its administrative support services offers facilitation of Drug and Alcohol Testing of bus drivers and others holding a Commercial Driver’s License (“CDL”) pursuant to the Federal Motor Carrier Safety Act (“FMSCA”) and the Federal Transit Administration (“FTA”) and assists with maintaining compliance with the Federal Motor Carrier Clearinghouse mandate; and

Whereas, City of Watertown desires to participate in BOCES program of Drug and Alcohol Testing; and

Whereas, BOCES is willing to accept City of Watertown into its Drug and Alcohol Testing program, subject to the terms and conditions set forth below and City of Watertown’s agreement to abide by the same.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is agreed as follows.

COVENANTS

1. Term and Termination.

This agreement shall be for half fiscal year, January 1, 2024 through June 30, 2024, and may be renewed, in writing, for successive one year terms at a mutually agreed upon reimbursement rate for services for the successive years.

Both Parties reserve the right to terminate this Agreement upon providing sixty (60) days written notice to the other.

2. Program Description.

BOCES assists school districts and other municipal entities in complying with FMSCA and FTA drug and alcohol testing rules and regulations related to bus drivers and others holding a commercial driver's license or a commercial learner’s permit. BOCES additionally assists school districts and other municipal entities with maintaining compliance with the Federal Motor Carrier Clearinghouse mandate. BOCES may assist with drug and alcohol screening for non-regulated employees as well as coordinate

the provision of drug and alcohol awareness training for supervisors, bus drivers, and other CDL holders.

3. **Scope of Work.**

A. Alcohol Testing Services shall include, but not be limited to:

- Provide a certified Breath Alcohol Technician (BAT) to perform testing.
- Provide an approved (and calibrated) evidential breath measurement device.
- Provide testing and record keeping in accordance with the regulations.
- Report positive test results to BOCES/employer immediately.
- All testing services shall be in accordance with Federal DOT and any applicable State regulations.

B. Urine Collection Process shall include, but not be limited to:

- Provide on-site collection for pre-employment, random sampling, reasonable suspicion, post-accident, and other tests that may be required for NIDA/DOT panel test (specimen collection must be done in accordance with the DHHS regulations).
- Chain-of-custody forms shall be submitted to BOCES and the MRO within twenty-four hours of collection.
- Monitoring of the collection process.
- Contractor performing the collection shall be certified by an approved body.
- All collection services shall be in accordance with Federal DOT and any applicable State regulations.
- BOCES will direct the Contractor as to the SAMHSA/NIDA and DOT certified laboratory to use. BOCES will have the laboratory under contract and all samples will be sent to the laboratory BOCES has selected.

C. Medical Review Officer (MRO) Services shall include, but not be limited to:

- Provide standard operating procedures and time frames for contacting employees who have tested positive. All positive tests reported to the employer by the MRO, in which the MRO did not discuss the results with the driver, shall be so noted and be accompanied by complete documentation of the MRO's efforts to contact the driver. The documentation must include contacts made with an employer's designated management official.
- Provide certified MRO services to receive all test results from the laboratory for negative and positive determination.
- The MRO shall contact employees for medical information, if required.
- The MRO shall investigate information, review it, and make a determination as to the positive or negative status of substance use.
- Communicate test results in legally accepted format to BOCES and its clients. Provide format example that is acceptable to BOCES. Negative results will be forwarded to BOCES within five (5) work days. BOCES and its clients will be notified, as soon as practicable, of positive results and paperwork will be required within two (2) working days of notification.
- Documentation of all test results in accordance with the applicable rules and regulations.
- All MRO services shall be in accordance with Federal DOT regulations and any applicable State regulations.

D. Laboratory Services shall include, but not be limited to:

- Contracting with, and directing collected samples be submitted to, a drug testing laboratory or laboratories as provided in 49 CFR Part 40, Subpart F.

4. BOCES Responsibilities.

- BOCES will contract with independent contractors to perform on-site urine specimen sample collections and alcohol testing.
- BOCES will contract with a SAMHSA/NIDA and DOT certified laboratory (49 CFR Part 40, subpart F) for required specimen testing and will instruct that samples collected be directed to the contracted laboratory for testing.
- BOCES will contract for MRO Services as described above.
- All collection/testing/MRO services shall be in accordance with FMCSA, FTA, Federal DOT and any applicable State regulations, including but not limited to the United States Department of Transportation Rule 49 CFR Parts 40 & 49 and CFR Part 382 otherwise known as the Omnibus Transportation Act of 1991 enacted on October 28, 1991.

5. City of Watertown Responsibilities.

- City of Watertown will refer only individuals subject to FMCSA and/or FTA drug and alcohol testing who have confirmed enrollment in FMCSA Drug & Alcohol Clearinghouse and/or individuals who are holders of a commercial driver's license or a commercial learner's permit.
- City of Watertown will ensure driver trainee compliance to program policies and procedures.
- City of Watertown will ensure that its employees appear as required for drug and alcohol testing procedures and acknowledges that it will be charged a "no show" fee for employees that fail to appear as scheduled and a "cancellation" fee if a scheduled drug or alcohol testing procedure appointment is cancelled on less than two (2) business days notice to the Collecting/Testing Contractor by telephone with a confirming email.
- City of Watertown will in consideration of the services provided, compensate BOCES according to the annexed fee schedule.

6. Fees.

Fees will be charged for the following as detailed in the fee schedule annexed at "Addendum A":

- An administrative/subscription fee (charged on an annual basis).
- A per-person fee for each drug specimen collection/alcohol test.
- A per-specimen fee for each "bottle B" drug specimen submitted to an alternate laboratory for analysis/testing.
- A fee for MRO services occasioned by a report of a positive drug or alcohol test result.
- A "no show" fee in the event of a failure of an individual to appear for a scheduled drug test specimen sample collection or a scheduled alcohol breath test.
- A "cancellation" fee if a scheduled drug test specimen sample collection or a scheduled alcohol breath test is cancelled on less than two (2) business days notice to the Collecting/Testing Contractor by telephone with a confirming email.

7. **Insurance.**

BOCES agrees to carry and maintain insurance in effect at all times throughout the performance of its responsibilities under this agreement, to include general liability, excess/umbrella, and business auto insurance coverage. The levels of such insurance coverage shall be set at customary standard levels, as determined by the BOCES. Evidence of such coverage, including coverage amounts, shall be provided to City of Watertown upon City of Watertown's written request.

8. **Indemnification.**

City of Watertown shall, to the fullest extent allowed by law, indemnify and hold harmless BOCES, and its officers, directors, agents, representatives and employees for any and all losses, damages, costs and expenses (including reasonable attorney's fees) caused by or arising out of any negligent acts or omissions of City of Watertown, its agents, employees, or representatives in the course of the performance of this agreement. This duty shall survive the expiration or termination of this agreement.

9. **Limitation of Liability.**

City of Watertown, affirmatively and without reservation, agrees that the full extent of any and all BOCES liability shall be limited to that amount of insurance coverage provided by the BOCES under the terms of this agreement.

10. **Notices.**

Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by a recognized overnight courier service, with delivery confirmation, to the other party at its address set forth below:

If to the District:

Assistant Superintendent for Business

Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services

20104 State Route 3

Watertown, NY 13601

Phone: (315) 779-7020

If to the City of Watertown:

Henricus F. Wagenaar

245 Washington St, Watertown NY 13601

11. **Miscellaneous Provisions.**

- **Authorization.** The Parties hereby acknowledge that this Agreement has been properly authorized pursuant to the process and procedure established by their respective governing boards.
- **Entire Agreement.** This Agreement, including the attached Addendum, represents the entire agreement of the Parties with respect to the subject matter thereof and may not be modified, changed, altered or extended except in writing duly signed and acknowledged by the Parties.

- **Governing Law, Jurisdiction, and Venue.** This Agreement shall be interpreted by and in accordance with the laws of the State of New York except that there shall be no presumption against either party as the draftsman in the interpretation of this Agreement by any court. Any legal action brought relating in any way to this Agreement shall be brought exclusively in a court of competent jurisdiction located in and for Jefferson County, New York in accordance with the rules of such court, and each party expressly consents to the venue and jurisdiction of such court(s).
- **Waiver.** Failure or delay by either Party in exercising any right or power under this Agreement shall not operate as a waiver thereof.
- **Invalidity.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void or unenforceable, the illegality or unenforceability of such provision shall not impair the enforceability of any other provision of this Agreement.
- **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together shall constitute one and the same Agreement. A facsimile or other electronic copy of a signature on this Agreement shall for all purposes be deemed to be an original.
- **Survival.** All provisions of this Agreement that by their terms may require performance by a Party following the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have affixed their respective signatures below.

Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES:

By: Stephen J. Todd, District Superintendent

Date

CITY OF WATERTOWN:

By: Henricus F. Wagenaar, City Manager

Date

Addendum A

**** *The specific fees as outlined below may be adjusted based on changes/ fluctuations in market pricing and costs of personnel, supplies, and required equipment. City of Watertown will be notified, in writing, of proposed fee adjustments no less than sixty (60) days prior to their implementation.***

ANNUAL CHARGES:

Administration Fee: \$400.00

QUARTERLY CHARGES:

Random Drug Test: \$82.00 per test

Random Alcohol Test: \$45.00 per test

Random testing is completed at employer's facility, except when an employee is not available for testing an alternate may need to be used.

Cost of each test includes collector, laboratory, medical review officer & shipping charges.

SPECIALTY TESTS:

	<u>Substance:</u>	<u>Alcohol:</u>
Pre-employment	\$90.00	\$55.00
Post-accident	\$90.00	\$55.00
Reasonable Suspicion	\$90.00	\$55.00
Return-to-Duty	\$90.00	\$55.00
Follow-up	\$90.00	\$55.00
Other	\$90.00	\$55.00
Rapid Tests	\$50.00	

Cost of each substance test includes collector, laboratory, medical review officer & shipping charges.

Rapid Tests are subject to mileage fees and an additional \$115.00 charge if the collector is on-site longer than 1 hour. In addition, (if applicable) there is an after-hours fee of \$50 per hour between 5 PM – 10 PM and \$70 per hour between 10 PM – 8 AM.

MISCELLANEOUS CHARGES:

Laboratory Testing Fee (Confirmation test, if required)	\$ Per Specimen Tested
<i>A per-specimen fee for each "Bottle B" specimen submitted to an alternate laboratory for analysis/testing</i>	
Handling/Shipping Charge (if required)	\$ Alternate Lab Fee
After-Hours Fee (if required)	\$ Collection Site Fee
Observed Test Fee (if required)	\$ Collection Site Fee
Positive Alcohol Confirmation (if required):	\$55.00
Mileage/Collector Fee per hour (if required):	\$50.00
<i>(Specialty tests situations ONLY where the collector is not scheduled to be on site)</i>	

Medical Review Officer (MRO) Services:

Per Individual MRO Intervention (Positive or non-negative results) (if required) \$50.00

Res. No. 4

December 18, 2023

To: The Honorable Mayor and City Council

From: Logan M. Eddy, Confidential Assistant to the City Manager

Subject: Readopting Fiscal Year 2023-24 General Fund Budget to Add a
Temporary Police Lieutenant Position

Chief Donoghue is requesting the temporary addition of one Lieutenant position as a current Lieutenant is on medical leave and is applying for a disability retirement. The overall staffing level in the department will not change.

The attached resolution re-adopts the Fiscal Year 2023-24 General Fund Budget to temporarily increase the number of Police Lieutenants to six (6) and reduce the number of Officers to forty-seven (47).

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2023-24 General Fund Budget to Add a Temporary Police Department Lieutenant Position

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 5, 2023 the City Council passed a resolution adopting the Budget for Fiscal Year 2023-24, of which \$54,436,090 was appropriated for the General Fund and,

WHEREAS the City of Watertown Police Department is presently operating under its FY 2023-24 Budget of sworn 72 police personnel of which five (5) are to be Lieutenants and forty-eight (48) are to be Officers, and

WHEREAS there is currently one Lieutenant on medical leave who is applying for a retirement disability, and

WHEREAS Chief Donoghue is requesting permission to promote a current staff member into the position of Lieutenant thereby exceeding the number of budgeted lieutenants by one,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the temporary promotion of one staff member to a Lieutenant position bringing the total number of Lieutenants to six (6) and reducing the number of Officers by one to forty-seven (47).

Seconded by _____

December 20, 2023

To: The Honorable Mayor and City Council

From: Logan M. Eddy, Confidential Assistant to the City Manager

Subject: Approving Supplemental Agreement No. 1 with C&S Engineers, Inc. for Newell Street Utility Bridge Maintenance Repairs

Attached is a copy of Supplemental Agreement No. 1 (SA No. 1) for professional services with C&S Engineers for City Council review and approval. The SA No. 1 covers additional work required to complete the detailed design, bid plans/review and construction inspection/support for the rehabilitation of the Newell Street Utility Bridge over Black River.

This supplemental agreement for \$196,500, plus the original agreement in the amount of \$19,500, approved February 16, 2021, brings the total contract amount to \$216,000. The additional scope of work is detailed in the attached agreement. Preliminary construction costs are estimated at \$650,000. \$700,000 has been allocated from the Sewer Fund (G.9950.0900) to date for the project.

A resolution has been prepared for Council consideration.

RESOLUTION

Page 1 of 1

Approving Supplemental Agreement No. 1
with C&S Engineers, Inc., for Newell Street
Utility Bridge Maintenance Repairs

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown is planning maintenance repairs to the Newell St
Utility Bridge over the Black River, and

WHEREAS on February 16, 2021, City Council approved a Professional Services
Agreement with C&S Engineers, Inc. for the preliminary design, for the Bridge Rehabilitation
in an amount not to exceed \$19,500, and

WHEREAS C&S Engineers has now submitted Supplement Agreement No. 1 in the
amount of \$196,500,000 for final design, bid documents and construction inspection/support of
the project for a not to exceed total of \$216,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown
hereby approves the Supplemental Agreement No. 1 in the amount of \$196,500, between the
City of Watertown and C&S Engineers, Inc., a copy of which is attached and made a part of this
resolution, bringing the total of the project to \$216,000, and

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

Seconded by _____

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1

**PROJECT: City of Watertown
Newell Street Utility Bridge over Black River
Maintenance Repairs**

This Supplemental Agreement made this ____ day of _____ 20____, by and between the City of Watertown, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Professional Services, dated February 17, 2021, for the undertaking of the above titled project. The MUNICIPALITY and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 1 in accordance with the following amendments:

- AMENDMENT NO. 1:** The parties hereto agree that the maximum amount payable under the Agreement for Detailed Design and Construction Support Services, including profit, be increased from \$19,500.00 to \$216,000.00.
- AMENDMENT NO. 2:** Attachment "A" – Project Description and Funding – hereto is attached, added to, and made part of the Agreement.
- AMENDMENT NO. 3:** Attachment "B" – Scope of Services – hereto is attached, added to, and made part of the Agreement.
- AMENDMENT NO. 4:** Attachment "C" – Supplemental No. 1 Summary – hereto is attached, added to, and made part of the Agreement.

Except as amended hereby the Agreement and all terms and conditions contained therein between the MUNICIPALITY and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement No. 1 has been executed by the MUNICIPALITY, acting by and through the _____, who has caused the seal of his office to be affixed hereto, and the CONSULTANT, by and through a duly authorized officer, has executed this Supplemental Consultant Agreement effective the day and year first above-written.


MUNICIPALITY
City of Watertown, NY

By: _____

Title: _____

Date: _____

CONSULTANT
C&S Engineers, Inc.

By:  _____
James F. Craig, P.E.

Title: Bridge Department Manager

Date: 12-1-23

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Professional Services

Term of Agreement Ends: December 31, 2024

BIN: N/A

☐ Main Agreement ☐ Amendment to Agreement ☒ Supplement to Agreement

Phase of Project Consultant to work on:

☒ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Constr. Support

Dates or term of Consultant Performance:

Start Date: February 17, 2022

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

This Supplemental Agreement is for additional Design, Construction Support and Inspection Services for the design and construction of "Newell Street Utility Bridge over Black River Maintenance Repairs."

Refer to Attachment B, Scope of Services for further detail.

PROJECT LOCATION:

Newell Street Utility Bridge over Black River in the City of Watertown, Jefferson County, New York

The project is 100% City funded.

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

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

Current Approved Agreement Amount:	\$ 19,500
Total Amount of this Supplemental Agreement:	<u>\$ 196,500</u>
Total Amended Agreement Amount:	\$ 216,000

Newell Street Utility Bridge over Black River Maintenance Repairs

CITY of WATERTOWN

Supplemental Agreement # 1 – Design Scope of Services

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Section 10	Estimating & Technical Assumptions	7

Section 6 – Detailed Design

This scope of services includes descriptions of extra detailed design work. A list of general extra work for the bridge is included below, with detailed descriptions following:

Extra design effort and costs will be required, which includes additional detailing within the contract plans, preparation of the contract specification proposal book, and an updated construction estimate to prepare the project for advertising and bidding. The Construction Support phase of the project will be required including shop drawing reviews, preconstruction meeting, site visits during construction, and construction coordination. See below for further details.

This supplemental agreement includes Construction Support.

The following additional work was not included in the original agreement:

6.03 Final Plans

The Consultant work requires additional time to add to the Plans and Specifications. These changes included:

- Design
 - o The contract plans are to be revised as required to include additional steel and concrete repairs.
 - o The contract plans are to be revised as required to include the lining of the existing sewer pipe.
- Work Zone Traffic Control
 - o Basic Work Zone Traffic Control Plans and Details will be included to address pedestrian access and movement within Newell Park at the project site.

6.04 Contract Documents

The Consultant will spend additional time as required to prepare a complete package of bid-ready contract documents. The package included:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

6.05 Cost Estimate

- Estimate – The construction cost estimate will be revised as required to match the revisions described above.

Section 7 – Advertisement, Bid Opening and Award

The following work was not included in the original agreement.

7.01 Advertisement

The Consultant will be required to assist the City Department of Purchasing in preparing the project for Advertisement. The Municipality will submit all advertisements, distributed contract documents, and maintain the bidder's list.

7.02 Other Services Prior to Construction

The Consultant will respond to questions (concerning the contract plans and bid documents) from prospective bidders.

7.04 Award

The Consultant will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- determining whether the low bid is unbalanced.
- determining appropriateness of price bid for work in the item.
- determining whether the low bidder is qualified to perform the work.

The Consultant will assist the Municipality in preparing and compiling the package of information.

The Municipality will award the contract, after review and concurrence, and will transmit the following information:

- transmittal letter, indicating Municipality approval to award to the lowest responsible bidder (or to reject all bids).
- certification from Municipality that bid is acceptable and that low bidder is qualified and able to perform the work.
- Engineer's Estimate and verified low bid, broken down by fiscal shares.

Section 8 - Construction Support

The following work was not included in the original agreement:

8.01 Construction Support

The Consultant will provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Municipality under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required prepare sketches modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Municipality or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve required shop drawings.
- The Consultant will conduct on-site field visits as required during construction.

The Consultant will be required to prepare record drawings when construction is complete.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 – Construction Inspection

Inspection

The **Consultant** must provide, to the satisfaction of the **City**, contract administration and construction observation services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **City** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the **Contractor**

- 1) All records must be kept in accordance with the directions of the **City and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the **City** should be returned to the **City** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) The **Consultant** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **City** after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **City** after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per City policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any **Contractor** oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the **Contractor's** and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 6 Estimate one (1) cost estimate plus two (2) updates will be required.

Section 7 Advertisement, Bid Opening and Award are included in this agreement.

Section 8 Construction Support

Assume the following tasks:

- 1) Provide Interpretation of contract documents/consultation services to the City
- 2) Review Shop Drawings:
 - a. Materials Submittals
 - b. Pipe Lining Submittals
 - c. Painting Submittals
- 3) Prepare for and attend a preconstruction meeting with the Contractor and City.
- 4) Perform on-site field visits as needed.

Project startup and project records closeout effort is also included.

As-Built record plans are included in this agreement.

Section 9 Full-time Construction Inspection is included in this agreement.

Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of red line markups.

Materials testing costs and plant inspection costs are estimated. Should costs exceed those as estimated, and cannot be contained within the existing Agreement, a Supplemental Agreement will be executed to address these costs.

It is assumed that the following inspections/tests will be performed by NYSDOT:

- NA

No costs have been included for these services. Should they become necessary, a Supplemental Agreement will be executed to address these costs.

Estimate construction will begin in May 2024 and will be completed by August 2024.

10.02 Technical Assumptions

The following technical assumptions are made to those in the scope of services, sections 6, 7, 8 and 9:

Section 8

1. All shop drawings will be reviewed and approved within Section 8.
2. No field change sheets will be required to be prepared.
3. Any review and approval of material specifications will occur under Construction Support.
4. As-Built record plans will be prepared.

Section 9

- Construction duration will be 120 calendar days with no allowance for project shutdown.

Staffing during active construction will be based on the following averages:

Title	Regular Hours	OT Hours	Duration/Notes
Resident Engineer	176/mo	22/mo	Four (4) months

Costs for Construction Inspection Services during actual construction that are outside the above noted window will be borne by the **Contractor** and be paid through liquidated damages and engineering charges and/or agreement amendment supported by the **City**.

- ALL record keeping will be according to MURK with the use of Appia Construction Administration Software, including materials approvals.
- The Construction Inspection Services will be performed to determine general conformity with the Contract Documents. The **Contractor** is ultimately and solely responsible for the quality and the timeliness of the constructed Project.
- A full-time Resident Engineer will be assigned by the **Consultant** for the duration of the Project.
- **Contractor** hours are estimated at 9 hours per day/ average.

Attachment C, Page 1

Supplemental #2 Summary

C&S Engineers, Inc.

Newell Street Utility Bridge over Black River

City of Watertown, Jefferson County

Design / Construction Support & Inspection - Supplement No. 1

	Original Maximum Amount Payable	Requested Supplemental	Revised Maximum Amount Payable
DESIGN (See Attachment C Page 2)	\$ 19,500.00	\$ 25,332.41	\$ 44,832.41
CONSTRUCTION SUPP. & INSPECTION (See Attachment C Page 3)	\$ -	\$ 171,152.80	\$ 171,152.80
TOTAL	\$ 19,500.00	\$ 196,485.21	\$ 215,985.21
TOTAL REVISED MAP		\$ 196,500.00	\$ 216,000.00

Attachment C, Page 2

C&S Engineers, Inc.
Newell Street Utility Bridge over Black River
City of Watertown, Jefferson County
Design - Supplement No. 1

DESIGN SUMMARY OF ADDITIONAL EFFORT 6/2022 TO PROJECT COMPLETION

ITEM IA - DIRECT LABOR SUMMARY

Staff	Title	2023		Item 1A		Task
		Rate	Hours	Direct	Technical Salary	
Craig, James	Principal Engineer	\$ 198.00	2.0	\$	396.00	Proj. Mgmt., QC Review, Coordination
Rode, Michael	Senior Project Engineer	\$ 126.60	5.0	\$	633.00	Design, Report, Coordination
	Department Manager	\$ 212.40	50.0	\$	10,620.00	Proj. Mgmt., QC Review, Coordination; Bidding
	Senior Project Engineer	\$ 142.50	100.0	\$	14,250.00	Design, Estimate, Contract Documents, Bidding
				\$	25,899.00	

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Cost	Description
TRAVEL	\$ -	
TOTAL	\$ -	

ITEM IA	\$ 25,899.00	
ITEM II	\$ -	
TOTAL EFFORT	\$ 25,899.00	
ORIGINAL MAXIMUM AMOUNT PAYABLE	\$ 19,500.00	
EXPENDED TO DATE (FROM INVOICE #3)	\$ 18,933.41	
EFFORT 6/11/22 TO PROJECT COMPLETION	\$ 25,899.00	
AMOUNT UNDER (OVER) BUDGET	\$ (25,332.41)	

Attachment C, Page 3

C&S Engineers, Inc.
Newell Street Utility Bridge over Black River
City of Watertown, Jefferson County
Construction Support & Inspection - Supplement No. 1

CONSTRUCTION SUPPORT SUMMARY OF ADDITIONAL EFFORT TO PROJECT COMPLETION

ITEM IA - SPECIFIC HOURLY RATES

Staff	Title	2024		Item 1A		Task
		Rate	Hours	Direct	Technical Salary	
	Senior Project Engineer	\$ 174.84	50	\$	8,742.00	Const. Support, closeout
	Sr. Constr. Supervisor	\$ 235.72	80	\$	18,857.60	Preconstr. Mtg., startup, Const. Support, closeout
	Resident Engineer	\$ 173.50	700	\$	121,450.00	Const. Inspection (Full-time, Recordkeeping)
	Resident Engineer	\$ 207.24	80	\$	16,579.20	Const. Inspection (OT)
				\$	165,628.80	

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Rate	Miles	Cost	Description
Mileage (10 trips)	\$0.655	100	\$ 524.00	Mileage from Syracuse to site
Material Testing			\$ 5,000.00	Material Testing (Field), Concrete, Paint
			\$ 5,524.00	

ITEM IA	\$ 165,628.80
ITEM II	\$ 5,524.00
TOTAL EFFORT	\$ 171,152.80
MAP	\$ -
EXPENDED TO DATE	\$ -
EFFORT TO PROJECT COMPLETION	\$ 171,152.80
AMOUNT UNDER (OVER) BUDGET	\$ (171,152.80)

December 22, 2023

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Extending the Artist Agreement with David Grieco for the DRI Public Art Project

The City of Watertown was awarded funding through the 2017 round of the Downtown Revitalization Initiative (DRI) for a downtown public art project. A contract was executed between the City and the New York Office of Community Renewal (OCR) on March 16, 2021. After an RFP process, an Artist Agreement with David Grieco was executed with City Council on March 7, 2022. The project includes the design, creation, construction, and installation of the sculpture designed by Mr. Grieco.

The Artist Agreement between the City and Mr. Grieco had an end date of December 31, 2023 which coincided with the end date of the contract between OCR and the City. A contract extension was recently approved by OCR that extends the contract until August 31, 2024. Now that the contract extension has been approved by the State, the agreement between the City and Mr. Grieco will need to be amended to include the same expiration date.

Mr. Grieco's original timeline for completion was 6 months to sculpt and deliver, but once the artist got started, he faced a number of delays while also realizing that the detail of the piece required a lot more time sculpting than he originally thought.

In addition to needing additional time to complete the sculpting of the piece, the Mr. Grieco also faced setbacks when it came to site work and casting of the piece. The construction company that was originally hired to do the site work was unable to complete the project and had to cancel the contract. This left the artist to find another team to do the work. He ended up flying from California to perform the work himself. The foundry and casting work was also significantly delayed due to the higher-than-average temperatures in Los Angeles this past summer. The foundry was not able to operate until the temperatures cooled, due to the amount of energy it takes to run the foundry. The project is now in its final stages with an expected completion date of the Spring of 2024.

The project is being paid for with grant funds awarded through the DRI, to create a Public Art project in Public Square. The grant will fund 100% of the project, with no match required from the City.

Staff has prepared an amendment to the Artist Agreement between the City and Mr. Grieco with a new end date, which is attached. The attached resolution approves the Amendment and authorizes the Mayor to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Extending the Artist Agreement with David Grieco for the DRI Public Art Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council approved an Artist Agreement with David Grieco on March 7, 2022 , to complete the Downtown Revitalization Initiative (DRI) Public Art Project, and

WHEREAS the artist has faced a series of unexpected delays and has requested an extension to the contract end date, and

WHEREAS the New York State Office of Community Renewal (OCR) approved an amendment to its contract with the City of Watertown to extend the contract end date to August 31, 2024, and

WHEREAS an amendment to the agreement between the City and David Grieco has been drafted, which extends the contract end date to August 31, 2024, to match the contract between the City and OCR,

NOW THEREFORE BE IT RESOLVED that the City Council approves the amendment to the DRI Public Art Project Artist Agreement with David Grieco, a copy of which is attached and made part of this resolution, and

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

Seconded by _____

ARTIST AGREEMENT AMENDMENT
Downtown Revitalization Initiative Public Art Project

The Agreement entered into on the 7th day of March, 2022 by and between the City of Watertown, hereinafter referred to as the “City” and David Grieco, hereinafter referred to as the “the Artist,” is hereby amended as follows. All other details within the agreement remain unchanged.

WITNESSETH:

WHEREAS the Artist faced a series of unexpected delays during the sculpting and construction process and requires additional time to complete the project, and

WHEREAS the New York State Office of Community Renewal (OCR) has approved an amendment to its contract with the City to extend the contract end date to August 31, 2024,

NOW THEREFORE, the City and the Artist do mutually agree to amend their Agreement dated the 7th day of March, 2022, to have a new end date of August 31, 2024.

Date: _____

By: **Sarah V. Compo-Pierce**
Mayor, City of Watertown

Date: _____

By: **David Grieco, Artist**

Res No. 7

December 26, 2023

TO: The Honorable Mayor and City Council

FROM: Logan M. Eddy, Confidential Assistant to the City Manager

SUBJECT: Establishing Procedures for Public Access to Records of the City of Watertown, NY

New York Public Officers Law requires each agency to promulgate rules and regulations, in conformity with Article 6 of the law relating to the access of public records.

The current procedures for public access to records of the City of Watertown were passed by the city council on October 24, 1983 and are in need of updating. The proposed policy is aimed to address updates to public officers law as well as the current Mayor and City Manager.

A Resolution approving the Procedures has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Establishing Procedures for Public Access to
Records of the City of Watertown, NY

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS, under Section 87(1)(b) of the New York State Public Officers Law, the City is required to establish procedures to allow public access to its records, and

WHEREAS, the most recent procedures for public access to records of the City of Watertown, NY were last adopted on October 24, 1983, and

WHEREAS, the City of Watertown seeks to establish procedures for public access to records that reflect the current law, Mayor and City Manager,

NOW THEREFORE BE IT RESOLVED that the City Council adopts the procedures for public access to the records of the City of Watertown, New York, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that these regulations supersede any other procedures heretofore adopted by the Council.

Seconded by

**PROCEDURES FOR
PUBLIC ACCESS TO RECORDS OF THE
CITY OF WATERTOWN, NY**

Contents

- 1 Purpose and scope**
- 2 Designation of records access officer**
- 3 Location**
- 4 Hours for public inspection**
- 5 Requests for public access to records**
- 6 Subject matter list**
- 7 Denial of access to records**
- 8 Fees**
- 9 Public notice**
- 10 Severability**

Section 1 Purpose and scope:

1. The people's right to know the process of government decision-making and the documents and statistics leading to determinations is basic to our society. Access to such information should not be thwarted by shrouding it with the cloak of secrecy of confidentiality.
2. These regulations provide information concerning the procedures by which records may be obtained.
3. Personnel shall furnish to the public the information and records required by the Freedom of Information Law, as well as records otherwise available by law.
4. Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records.

Section 2 Designation of records access officer:

1. The City Council of the City of Watertown, New York is responsible for insuring compliance with the regulations herein, and designates the following person as records access officer:

City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601
foil@watertown-ny.gov

2. The records access officer is responsible for insuring appropriate agency response to public requests for access to records. The designation of a records access officer shall not be construed to prohibit officials who have in the past been authorized to make records or information available to the public from continuing to do so.

The records access officer shall insure that agency personnel:

1. Maintain an up-to-date subject matter list.
2. Assist persons seeking records to identify the records sought, if necessary, and when appropriate, indicate the manner in which the records are filed, retrieved or generated to assist persons in reasonably describing records.
3. Contact persons seeking records when a request is voluminous or when locating the records involves substantial effort, so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested.
4. Upon locating the records, take one of the following actions:
 1. Make records available for inspection; or,
 2. Deny access to the records in whole or in part and explain in writing the reasons therefor.
5. Upon request for copies of records:
 1. Make a copy available upon payment or offer to pay established fees, if any, in accordance with Section 8; or,
 2. Permit the requester to copy those records.
6. Upon request, certify that a record is a true copy ; and
7. Upon failure to locate records, certify that;
 1. The City of Watertown is not the custodian for such records, or
 2. The records of which The City of Watertown is a custodian cannot be found after diligent search.

Section 3 Location:

Records shall be available for public inspection and copying at:

City Hall

City of Watertown

245 Washington Street

Watertown, NY 13601

Section 4 Hours for public inspection:

Requests for public access to records shall be accepted and records produced during all hours regularly open for business.

These hours are:

8:30 AM – 4:30 PM

Section 5 Requests for public access to records:

1. A written request may be required, but oral requests may be accepted when records are readily available.
2. If records are maintained on the internet, the requester shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.
3. A response shall be given within five business days of receipt of a request by:
 1. informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable that person to request records reasonably described;
 2. granting or denying access to records in whole or in part;
 3. acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of the acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part; or
 4. if the receipt of request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within

twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part.

4. In determining a reasonable time for granting or denying a request under the circumstances of a request, personnel shall consider the volume of a request, the ease or difficulty in locating, retrieving or generating records, the complexity of the request, the need to review records to determine the extent to which they must be disclosed, the number of requests received by the agency, and similar factors that bear on the ability to grant access to records promptly and within a reasonable time.
5. A failure to comply with the time limitations described herein shall constitute a denial of a request that may be appealed. Such failure shall include situations in which an officer or employee:
 1. fails to grant access to the records sought, deny access in writing or acknowledge the receipt of a request within five business days of the receipt of a request;
 2. acknowledges the receipt of a request within five business days but fails to furnish an approximate date when the request will be granted or denied in whole or in part;
 3. furnishes an acknowledgment of the receipt of a request within five business days with an approximate date for granting or denying access in whole or in part that is unreasonable under the circumstances of the request;
 4. fails to respond to a request within a reasonable time after the approximate date given or within twenty business days after the date of the acknowledgment of the receipt of a request;
 5. determines to grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request, but fails to do so, unless the agency provides the reason for its inability to do so in writing and a date certain within which the request will be granted in whole or in part;
 6. does not grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request and fails to provide the reason in writing explaining the inability to do so and a date certain by which the request will be granted in whole or in part; or
 7. responds to a request, stating that more than twenty business days is needed to grant or deny the request in whole or in part and provides a date certain within which that will be accomplished, but such date is unreasonable under the circumstances of the request.

Section 6 Subject matter list:

1. The records access officer shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether or not records are available pursuant to subdivision two of Section eighty-seven of the Public Officers Law.
2. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.
3. The subject matter list shall be updated annually. The most recent update shall appear on the first page of the subject matter list.

Section 7 Denial of access to records:

1. Denial of access to records shall be in writing stating the reason therefor and advising the requester of the right to appeal to the individual or body established to determine appeals, who shall be identified by name, title, business address and business phone number.
2. If requested records are not provided promptly, as required in Section 5 of these regulations, such failure shall also be deemed a denial of access.
3. The following person shall determine appeals regarding denial of access to records under the Freedom of Information Law:

Sarah V. Compo Pierce

Mayor

245 Washington Street, Room 302A

Watertown, NY 13601

(315) 785-7720

4. Any person denied access to records may appeal within thirty days of a denial.
5. The time for deciding an appeal by the individual or body designated to determine appeals shall commence upon receipt of a written appeal identifying:
 1. the date and location of requests for records;
 2. a description, to the extent possible, of the records that were denied; and
 3. the name and return address of the person denied access.
6. A failure to determine an appeal within ten business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.
7. The person or body designated to determine appeals shall transmit to the Committee on Open Government copies of all appeals upon receipt of appeals. Such copies shall be addressed to:

Committee on Open Government
Department of State
One Commerce Plaza

99 Washington Avenue, Suite 650
Albany, NY 12231

8. The person or body designated to determine appeals shall inform the appellant and the Committee on Open Government of its determination in writing within ten business days of receipt of an appeal. The determination shall be transmitted to the Committee on Open Government in the same manner as set forth subdivision 7 of this section.

Section 8 Fees:

1. There shall be no fee charged for:
 1. inspection of records;
 2. search for records; or
 3. any certification pursuant to this part.
2. Copies may be provided without charging a fee.
3. Fees for copies may be charged, provided that:
 1. the fee for copying records shall not exceed 25 cents per page for photocopies not exceeding 9 by 14 inches;
 2. the fee for photocopies of records in excess of 9 x 14 inches shall not exceed the actual cost of reproduction; or
 3. an agency has the authority to redact portions of a paper record and does so prior to disclosure of the record by making a photocopy from which the proper redactions are made.
4. The fee an agency may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:
 1. an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and
 2. the actual cost of the storage devices or media provided to the person making the request in complying with such request; or
 3. the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.
5. When an agency has the ability to retrieve or extract a record or data maintained in a computer storage system with reasonable effort, or when doing so requires less employee time than engaging in manual retrieval or redactions from non-electronic records, the agency shall be required to retrieve or extract such record or data electronically. In such case, the agency may charge a fee in accordance with paragraph (4)(1) and (2) above.

6. An agency shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if it is necessary to retain an outside professional service to prepare a copy of the record.
7. An agency may require that the fee for copying or reproducing a record be paid in advance of the preparation of such copy.
8. An agency may waive a fee in whole or in part when making copies of records available.

Section 9 Public notice:

A notice containing the title or name and business address of the records access officers and appeals person or body and the location where records can be seen or copies shall be posted in a conspicuous location wherever records are kept and/or published in a local newspaper of general circulation.

Section 10 Severability:

If any provision of these regulations or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these regulations or the application thereof to other persons and circumstances.

PUBLIC NOTICE

YOU HAVE A RIGHT TO SEE PUBLIC RECORDS

The amended Freedom of Information Law, which took effect on January 1, 1978, gives you the right of access to many public records.

The City of Watertown has adopted regulations governing when, where, and how you can see public records.

The regulations can be seen at all places where records are kept. According to these regulations, records can be seen and copied at:

City Hall

City of Watertown

245 Washington Street

Watertown, NY 13601

The following officials will help you to exercise your right to access:

1. Agency officials who have in the past been authorized to make records available.
2. Records Access Officer:

Eric Wagenaar

City Manager

City of Watertown

245 Washington Street

Watertown, NY 13601

foil@watertown-ny.gov

(315) 785-7730

If you are denied access to a record, you may appeal to the following person:

Sarah V. Compo Pierce

Mayor

245 Washington Street, Room 302A

Watertown, NY 13601

(315) 785-7720

To: The Honorable Mayor and City Council

From: Michael J. DeMarco, Planner

Subject: Authorizing and Endorsing an Application for Grant Funding Through the New York State Department of Environmental Conservation's Urban and Community Forestry Program

At the December 18, 2023, meeting, the City Council informally agreed to have Staff work with LaBella Associates to apply for grant funding through the NYSDEC's Urban and Community Forestry Program for the following award categories: *Community Forest Management Plan Implementation in Disadvantaged Communities* (\$10 million) and, *Ash Tree Management in Disadvantaged Communities* (\$2.9 million). Applications for this grant opportunity will be accepted through January 31, 2024. The minimum grant amount is \$10,000 and up to a maximum of \$500,000. There is no match required for this program.

This historic, no match, funding opportunity seeks to expand public access to healthy trees and greenspaces in disadvantaged communities. Eligible communities and/or areas of municipalities are defined by the Federal Government's Climate and Economic Justice Screening Tool. The federal government accounts for 22,012 or 86% of the City's 25,622 residents as residing in Census Tract considered disadvantaged.

As you may be aware, the City takes a proactive approach to tree maintenance and uses our 2018 Community Forestry Management Plan as a guide for this work. Staff is proposing that the City apply for up to \$400,000 in funding to further address priority tree maintenance and planting outlined in our Community Forestry Management Plan. Funding would be used for tree planting, tree maintenance such as tree removal and pruning, invasive species management and post planting care and maintenance.

The attached resolution approves and endorses the City's application to the NYSDEC for grant funding under of the Urban and Community Forestry Grant Program for a project known as the City of Watertown Community Forestry Management Plan Implementation Project and authorizes and directs the City Manager to file an application for funding in an amount not to exceed \$400,000.

RESOLUTION

Page 1 of 2

Authorizing and Endorsing an
Application for Grant Funding Through
the New York State Department of
Environmental Conservation's Urban
and Community Forestry Program

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the New York State Department of Environmental Conservation (NYS DEC) has announced that grant funding is available through the Urban and Community Forestry Program for Community Forest Management Plan Implementation in Disadvantaged Communities, and

WHEREAS the City of Watertown has made the planting, care, and management of its urban forest a priority over the last three decades in the wake of several devastating storms in the 1990's, and most recently the city-wide infestation of the destructive Emerald Ash Borer, and

WHEREAS Tree Watertown, the City's Street Tree Advisory Board, has recommended that the City Council apply for funding through this program, and

WHEREAS City Staff utilizes data collected in the City's 2018 Tree Inventory and Management Plan to identify priority tree maintenance and planting locations in eligible neighborhoods as defined by NYS DEC and the Federal Government, and

WHEREAS the City Council of the City of Watertown is applying to the NYS DEC for a reimbursement project grant under the Urban and Community Forestry Program along eligible streets and parks in the City, located within the territorial jurisdiction of the City Council, and

WHEREAS as a requirement of the Urban and Community Forestry Program, Staff must obtain the approval/endorsement of the governing body of the municipality in which the project will be located,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves and endorses the City's application to the NYS DEC for a grant under the Urban and Community Forestry Program for a project known as the City of Watertown Community Forestry Management Plan Implementation Project, located in the City, and

BE IT FURTHER RESOLVED that City Manager Eric Wagenaar is hereby authorized

RESOLUTION

Page 2 of 2

Authorizing and Endorsing an
Application for Grant Funding Through
the New York State Department of
Environmental Conservation's Urban
and Community Forestry Program

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

and directed to file an application for funding in an amount not to exceed \$400,000, and upon approval of said request, to enter into and execute a project agreement with the NYSDEC for such financial assistance for the City of Watertown Community Forestry Management Plan Implementation Project.

Seconded by _____

To: The Honorable Mayor and City Council

From: Logan M. Eddy, Confidential Assistant to the City Manager

Subject: Approving Change Order No. 3 with Northern Tier Contracting for 2022 Fire Station Upgrades to Station 1, 2, and 3 Project

At the July 17, 2023 meeting, City Council awarded the bid for the 2022 Fire Station Upgrades to Stations 1, 2, and 3 Project to Northern Tier Contracting in the amount of **\$234,400.00**. Two subsequent change orders brought the total cost to **\$259,776.71**.

Northern Tier Contracting has now submitted Change Order No. 3 in the amount of **\$2,310.00** credit due to a **decrease** in the scope of work for the project, bringing the construction cost to **\$257,466.71**. During construction the asbestos testing company provided a credit for reduced testing.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 3 with
Northern Tier Contracting for
2022 Fire Station Upgrades
to Stations 1, 2, and 3 Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Council accepted the bid of **\$234,400.00** from Northern Tier Contracting, Inc., for the 2022 Fire Station Upgrades to Stations 1, 2, and 3 Project on July 17, 2023, and

WHEREAS Change Order No. 1 was approved on November 6, 2023 for **\$10,161.20**, and

WHEREAS Change Order No. 2 was approved on December 4, 2023 for **\$15,215.51**, and

WHEREAS the City Engineering Department has received Change Order No. 3 from Northern Tier Contracting for a credit of **\$2,310.00**, and

WHEREAS City Engineering, reviewed the proposed Change Order and it is their recommendation that the City Council accept the Change Order submitted by Northern Tier Contracting,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 3 revising the Contract Agreement to **\$257,466.71**, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign Change Order No. 3 on behalf of the City.

Seconded by

Change Order

No. 3

Date of Issuance: 12-21-2023

Effective Date: 12-21-2023

Project:	Owner: City of Watertown	Owner's Contract No.: 2023-21
Contract: Fire Station Upgrades to Station 1,2 and 3		Date of Contract: 7-19-2023
Contractor: Northern Tier Contracting		Engineer's Project No.:

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

Credit for unused testing fees for abatement

Attachments: (List documents supporting change):

Attached is the Quote for the Credit from Northern Tier Contracting

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 234,000.00

(Decrease) form previously approved Change Orders
No. 2 to No. 3:

Contract Price prior to this Change Order:

\$259,776.71

[Decrease] of this Change Order:

\$2,310.00

Contract Price incorporating this Change Order:

\$ 257,466.71

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

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

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): 140 Days

Ready for final payment (days or date):

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

12-22-2023

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

12-21-2023

Approved by Funding Agency (if applicable):

Date:

Northern Tier Contracting Inc.
329A Scotch Settlement Rd.
Gouverneur, NY 13642

PROPOSAL



NORTHERN TIER CONTRACTING Inc.

Phone: (315) 287-0208

Fax: (315) 287-0797

Change Order: CO #7

Job Number: 23080

Date:

To:

23080 Watertown Fire Departments Renovation

Description

CREDIT FOR TESTING AND AIR SAMPLING

Reference	Description	Quantity	UOM	Unit Price	Extended Price
Asbestos Remediation					
	TESTING "SUB"	2,100.0000	LS	-1.0000	-2,100.00
Asbestos Remediation Total:					(2,100.00)
Change Orders					
50.03	SUB MARKUP	10.0000	%	-21.0000	-210.00
Change Orders Total:					(210.00)
Proposal Total:					(2,310.00)

Acceptance

Accepted by: _____

Title: _____

Date: _____

Paradigm Environmental, LLC.

6950 East Genesee Street
Fayetteville, NY 13066 US
(315) 455-2714
ar@paradigmenvllc.com
www.paradigmenv.com

PARADIGM
ENVIRONMENTAL SERVICES

INVOICE

BILL TO:

City of Watertown
Planning & Community Dev.
245 Washington Street
Watertown, New York 13601

B#3 Invoice

INVOICE #

23.1206.3

DATE

12/06/2023

TERMS

Net 30

DUPLICATE

01/05/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/21/2023	Asbestos Project Monitor Hours/Services - 3826-23S	1	700.00	700.00
12/02/2023	Asbestos Project Monitor Hours/Services - 3926-23S	1	700.00	700.00
12/02/2023	Report Generation Fee	1	150.00	150.00

BALANCE

\$1,550.00

FOR THE 12 MONTHS PERIOD ENDING 12/31/2023
TOTAL DUE: \$1,550.00

PARADIGM

ENVIRONMENTAL SERVICES

REPORTING

A complete record certified by Paradigm Environmental LLC. of all air sampling tests and results will be furnished to the Owner and Contractor within the following timeline:

- Sample Analysis – 24 Hours from last date of sampling
- Final Air Monitoring Report – Additional 6 Business Days

*NYSDOL #2
Proposal*

PROJECT BUDGET

Paradigm's estimates to complete the air monitoring for this project is based upon the reported scope of work. Our breakdown is as follows:


	Quantity	Rate \$	Total \$
NYSDOL Project Monitor Daily Rate-Air Samples Included	5	\$700.00	\$3,500.00
NYSDOL Site-Specific Variance (As needed)	0	\$1,500.00	\$0.00
Final Report Generation	1	\$150.00	\$150.00
Estimated Total			\$3,650.00

The proposal is based on an 8-hour work shift. This proposal for air monitoring is an estimate based on standard abatement contractor's projections for the type of set-up and overall schedule. Actual on-site activities by the abatement contractor typically vary from initial projections. Daily rates include labor, air samples & freight. The final bill will only reflect the work we are required by code to perform, to address the actual contractor activities.

Paradigm appreciates this opportunity to provide you with our professional services. If you have any questions, please feel free to contact our office at (315) 455-2714.

Sincerely,

Client Approval:



Cedrick Kitto
Paradigm Environmental, LLC
315-771-4768

Approved By

Date

Res No. 10

January 2, 2024

To: The Honorable Mayor and City Council

From: Logan M. Eddy, Confidential Assistant to the City Manager

Subject: Accepting a Grant from the Department of Health to Improve the Water Treatment Plant

The City of Watertown was awarded a grant of \$5,000,000 and interest free financing of \$14,000,000. This grant is intended to support improvements to the water treatment plant which would address disinfectant by products.

In order to accept this grant, the mayor must sign the Acknowledgement and Acceptance of BIL-GS Funding Award. A copy of the Grant Award Notice is attached for your review.

A resolution for the council to accept the grant and authorize the mayor to sign the award notice has also been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting a Grant from the Department of Health to Improve the Water Treatment Plant

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS, the New York State Department of Health, in coordination with the New York State Environmental Facilities Corporation, has offered a grant of \$5,000,000 and interest free financing of \$14,000,000 to the City of Watertown; and

WHEREAS, these funds are designated to support improvements to the water treatment plant which would address disinfectant by products; and

WHEREAS, the acceptance of this grant aligns with our mission to provide a safe and reliable water supply to the citizens of the City of Watertown and surrounding communities;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby accepts the grant of \$5,000,000 and interest free financing of \$14,000,000 from the New York State Department of Health; and

BE IT FURTHER RESOLVED that the Mayor of the City of Watertown is hereby authorized and directed to sign the award notice, thereby formalizing the acceptance of this grant.

Seconded by



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Commissioner

JOHANNE E. MORNE, M.S.
Acting Executive Deputy Commissioner

December 22, 2023

The Honorable Jeffrey M. Smith
Mayor, City of Watertown
245 Washington Street
Rm 302A
Watertown, NY 13601

Re: Drinking Water State Revolving Fund
Bipartisan Infrastructure Law General Supplemental Funds
DWSRF Project No. 19154
WTP Improvements to Address DBPs
City of Watertown, Jefferson County

Dear Mayor Smith:

The NYS Department of Health (DOH) has completed an evaluation for Federal Fiscal Year (FFY) 2023 Bipartisan Infrastructure Law General Supplemental (BIL-GS) funding through the Drinking Water State Revolving Fund (DWSRF) for the project referenced above. I am pleased to inform you that this project is eligible for a BIL-GS grant award of up to \$5,000,000 and BIL-GS interest free financing of \$14,000,000. Any remaining eligible projects costs will be eligible for financing through the DWSRF base program.

This funding determination is based on the criteria as described in the Federal Fiscal Year 2024 DWSRF Intended Use Plan (IUP).

Please note the following with regard to this funding determination:

- This funding award remains in effect through September 30, 2025, by which time a Project Finance Agreement (PFA) must be executed with the New York State Environmental Facilities Corporation (EFC).
- All projects that receive DWSRF/BIL-GS funding must meet certain programmatic requirements including, but not limited to:
 - Davis Bacon Federal Prevailing Wage rates
 - American Iron and Steel
 - Minority and Women-owned Business Enterprises (MWBE) /Equal Employment Opportunities (EEO)/ Disadvantaged Business Enterprises (DBE) participation
 - Architectural/engineering (A/E) procurement: Municipalities requesting to fund costs for A/E services must procure those services in accordance with federal requirements (provisions of 40 U.S.C. 1101 et seq) and will be required to execute an EFC Certification for A/E services procurement (see attached). The certification must be signed by an authorized representative of the municipality. This applies to all projects receiving DWSRF/BIL assistance whose A/E services are procured after 10/1/2022.

This DWSRF/BIL funding award letter is not a formal commitment by DOH & EFC to provide financial assistance. Such a commitment will be reflected in the PFA once executed by EFC and the applicant community. DOH & EFC may deny or otherwise adjust the financial assistance for your project if the project scope or total eligible project cost changes or based upon our review of the complete DWSRF financing application. In addition, financial assistance for your project may only be provided after receiving formal approvals from the EFC Board of Directors and the New York State Public Authorities Control Board.

Please confirm your acceptance of the funding award and intent to proceed with this project by completing and signing the enclosed form and returning it to design@health.ny.gov no later than **January 19, 2024**. Without your confirmation, we may bypass your project and award these funds to another community.

Our team along with staff at EFC will continue to assist you and your representatives through the financing process. We look forward to working with you on this important public health infrastructure project to ensure that your community has a safe, affordable, and sustainable drinking water system. Please contact me at david.phillips@health.ny.gov with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David S. Phillips".

David S. Phillips, P.E.
Chief, Design Section and
DWSRF Program Manager
Bureau of Water Supply Protection

ecc: NYSDOH – M. King/W. Grady/E. Ingles/C. Curley
NYSEFC – M. Cunningham/R. Walker
GHD – C. Meehan
City of Watertown – V. Murphy

ACKNOWLEDGEMENT AND ACCEPTANCE OF BIL-GS FUNDING AWARD

Please confirm your community's acceptance of the BIL-GS funding and intent to proceed with this project by signing below. Please return the completed form and attachments listed below to design@health.ny.gov no later than **January 19, 2024**.

Also please provide information on any BANs related to the project.

ACKNOWLEDGMENT BY THE Awardee:

DWSRF Project No. 19154
WTP Improvements to Address DBPs
City of Watertown, Jefferson County

The Awardee intends to proceed with this project and accepts the BIL-GS funding award.

_____ (Signature of Authorized Representative)
_____ (Print Name)
_____ (Title) _____ (Date)

Res No. 11

December 22, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-37 Ohio Street Water Main Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Ohio Street Water Main Replacement Project, per City specifications and publicly opened and read the sealed bids on December 18, 2023, at 11:00 a.m. EST.

The Purchasing Department received seven (7) sealed bid submittals and the bid tabulations are shown below:

Edge Civil Corporation	Powis Contracting	North Country Contractors	J.L. Excavation	CCI Companies
Parish, NY 13131	Copenhagen, NY 13626	Calcium, NY 13616	Watertown, NY 13601	Canastota, NY 13032
\$834,974.00	\$1,044,728.25	\$1,057,068.00	\$1,139,991.50	\$1,196,442.50
Marcellus Construction	JMR Excavation			
Adams, NY 13605	Skaneateles, NY 13152			
\$1,289,694.00	\$1,676,400.00			

The Purchasing Manager and Engineering Department in consultation with Aubertine & Currier reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Ohio Street Water Main Replacement Project to Edge Civil Corporation as the lowest responsive responsible bidder at a total price of **\$834,974.00**.

The Ohio Street Water Main Replacement Project, as added to the Fiscal Year 2021-22 Capital Budget and adopted by resolution on September 7, 2021, will be funded using funds from the American Rescue Plan Act of 2021.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Ohio Street Water Main
Replacement Project – Edge Civil Corporation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to construct and replace water main and appurtenances located on Ohio Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received seven (7) sealed bids for the Ohio Street Water Main Replacement Project, and

WHEREAS on December 18, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department in consultation with Aubertine & Currier and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Edge Civil Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Edge Civil Corporation in the amount of \$834,974.00, 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

Project:

Ohio Street Watermain Replacement

Bid / RFP Number:

Bid #2023-37

Opening Date:

Thursday December 18, 2023 @ 11:00 AM

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

Vendor Name, Address and Point of Contact	Edge Civil Corporation	Powis Contracting	North Country Contractors	J.L. Excavation	CCI Companies
	Parish, NY 13131	Copenhagen, NY 13626	Calcium, NY 13616	Watertown, NY 13601	Canastota, NY 13032
Total Base Bid	\$834,974.00	\$1,044,728.25	\$1,057,068.00	\$1,139,991.50	\$1,196,442.50
Vendor Name, Address and Point of Contact	Marcellus Construction	JMR Excavation			
	Adams, NY 13605	Skaneateles, NY 13152			
Total Base Bid	\$1,289,694.00	\$1,676,400.00			

RESOLUTION

Page 1 of 1

Readopting Fiscal Years
2021-22 through 2025-26
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced byCouncil Member Ryan J. Henry-Wilkinson

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

WHEREAS the City was awarded \$22,265,728 in funding from the American Rescue Plan Act of 2021, and

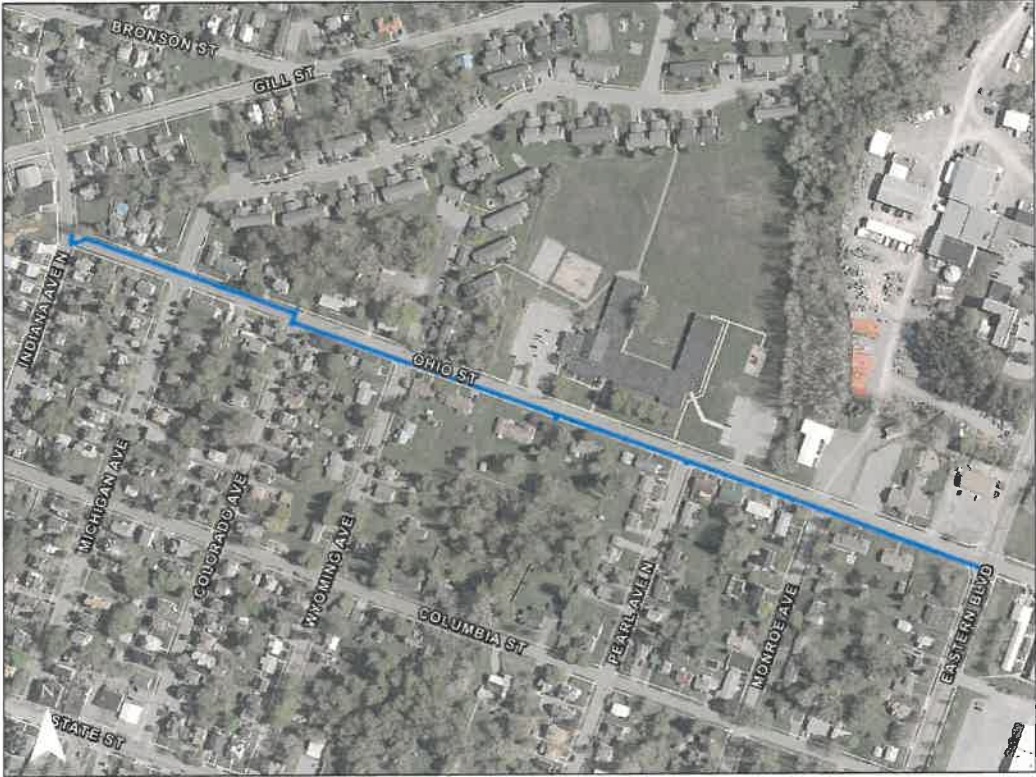
WHEREAS City Council discussed at the work session on August 9, 2021 funding certain water infrastructure projects from the American Rescue Plan, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2021-22 through 2025-26 Capital Budget to include in the FY 2021-22 Capital Budget the following projects:

Barben Ave/Holcomb St/Bugbee Dr	\$1,400,000
Division Street East Water Main	\$ 500,000
East Street Water Main	\$ 200,000
Henry Street/Grant Street Water Mains	\$ 400,000
Ohio Street Water Main	\$ 900,000
Pratt Street Water Main	\$ 650,000
Seward Street Water Main	\$ 200,000
Thompson Street Water Main	\$ 350,000
Tilden Street Water Main	\$ 400,000
Winslow Street Water Main	\$1,000,000

Seconded by Council Member Lisa A. Ruggiero

FISCAL YEAR 2021-2022 CAPITAL BUDGET INFRASTRUCTURE WATER MAIN

PROJECT DESCRIPTION	COST
<p>Ohio Street Water Main</p> <p>This project includes the replacement of 584' of 10" cast iron pipe from Indiana Avenue to Colorado Avenue and the replacement of 1899' of 10" transite pipe from Colorado Avenue to Eastern Boulevard, installed in 1959. There have been 4 breaks since 2005 and pipe has been in service beyond its use expectancy.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p>\$900,000</p>
TOTAL	\$900,000

Res No. 12

December 22, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-36 Winslow Street Water Main Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Winslow Street Water Main Replacement Project, per City specifications and publicly opened and read the sealed bids on December 18, 2023, at 11:00 a.m. EST.

The Purchasing Department received six (6) sealed bid submittals and the bid tabulations are shown below:

Edge Civil Corporation	North Country Contractors	J.L. Excavation	Powis Contracting	Marcellus Construction
Parish, NY 13131	Calcium, NY 13616	Watertown, NY 13601	Copenhagen, NY 13626	Adams, NY 13605
\$932,635.00	\$1,293,871.00	\$1,309,534.00	\$1,344,640.00	\$1,475,990.00
CCI Companies				
Canastota, NY 13032				
\$1,490,917.50				

The Purchasing Manager and Engineering Department in consultation with Aubertine & Currier reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Winslow Street Water Main Replacement Project to Edge Civil Corporation as the lowest responsive responsible bidder at a total price of **\$932,635.00**.

The Winslow Street Water Main Replacement Project, as added to the Fiscal Year 2021-22 Capital Budget and adopted by resolution on September 7, 2021, will be funded using funds from the American Rescue Plan Act of 2021.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Winslow Street Water Main Replacement Project – Edge Civil Corporation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to construct and replace water main and appurtenances located on Winslow Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received six (6) sealed bids for the Winslow Street Water Main Replacement Project, and

WHEREAS on December 18, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department in consultation with Aubertine & Currier and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Edge Civil Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Edge Civil Corporation in the amount of \$932,635.00, 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

Project:

Winslow Street Water Main Replacement

Bid / RFP Number:

Bid #2023-36

Opening Date:

Monday December 18, 2023 @ 11:00 AM

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

Vendor Name, Address and Point of Contact	Edge Civil Corporation	North Country Contractors	J.L. Excavation	Powis Contracting	Marcellus Construction
	Parish, NY 13131	Calcium, NY 13616	Watertown, NY 13601	Copenhagen, NY 13626	Adams, NY 13605
Total Base Bid	\$932,635.00	\$1,293,871.00	\$1,309,534.00	\$1,344,640.00	\$1,475,990.00
Vendor Name, Address and Point of Contact	CCI Companies				
	Canastota, NY 13032				
Total Base Bid	\$1,490,917.50				

RESOLUTION

Page 1 of 1

Readopting Fiscal Years
2021-22 through 2025-26
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced byCouncil Member Ryan J. Henry-Wilkinson

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

WHEREAS the City was awarded \$22,265,728 in funding from the American Rescue Plan Act of 2021, and

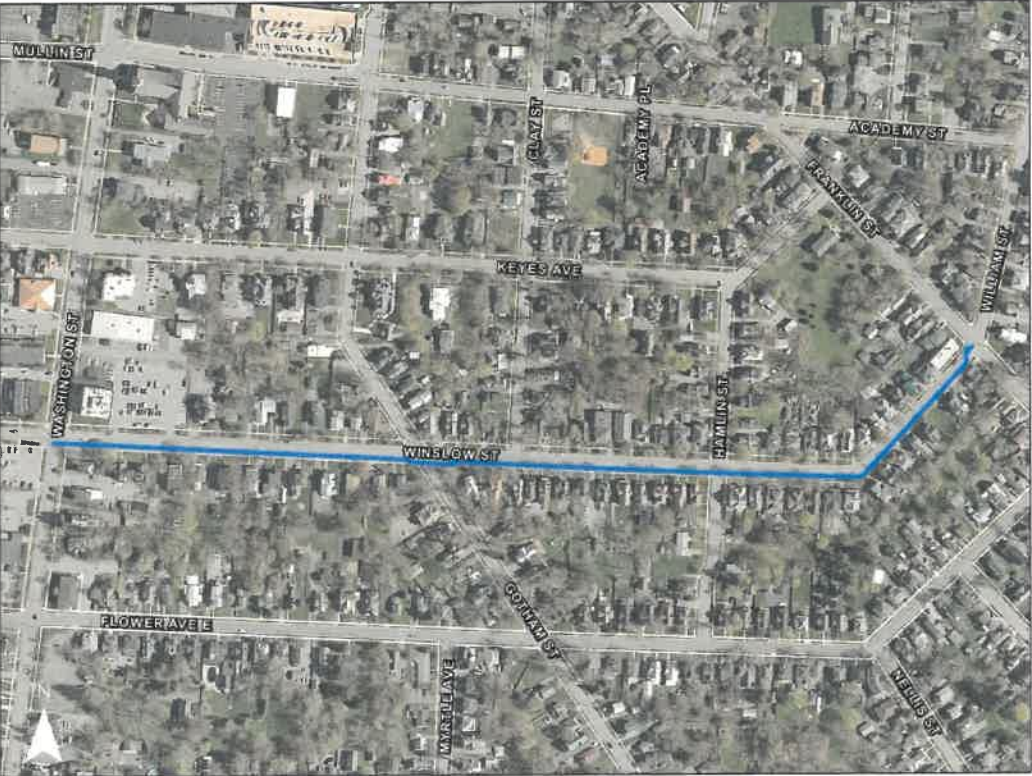
WHEREAS City Council discussed at the work session on August 9, 2021 funding certain water infrastructure projects from the American Rescue Plan, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2021-22 through 2025-26 Capital Budget to include in the FY 2021-22 Capital Budget the following projects:

Barben Ave/Holcomb St/Bugbee Dr	\$1,400,000
Division Street East Water Main	\$ 500,000
East Street Water Main	\$ 200,000
Henry Street/Grant Street Water Mains	\$ 400,000
Ohio Street Water Main	\$ 900,000
Pratt Street Water Main	\$ 650,000
Seward Street Water Main	\$ 200,000
Thompson Street Water Main	\$ 350,000
Tilden Street Water Main	\$ 400,000
Winslow Street Water Main	\$1,000,000

Seconded by Council Member Lisa A. Ruggiero

**FISCAL YEAR 2021-2022
CAPITAL BUDGET
INFRASTRUCTURE
WATER MAIN**

PROJECT DESCRIPTION	COST
<p>Winslow Street Water Main</p> <p>This project includes the replacement of 945' of 6" cast iron pipe from Washington Street to Gotham Street, and 1603' of 4" cast iron pipe from Gotham Street to Franklin Street. The pipe is undersized for fire protection and has been in service beyond its use expectancy.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p>\$1,000,000</p>
<p style="text-align: right;">TOTAL</p>	

December 15, 2023

To: The Honorable Mayor and City Council

From: Ann M. Saunders, City Clerk

Subject: Elected and Appointed Officials, NYS Retirement System,
New Regulation Reporting Requirements

In August 2009, the NYS Retirement System adopted new regulations for the establishment of a standard workday and the reporting of days worked for officials who are elected or appointed to a new or subsequent term of office. This requirement affects the members of City Council who are sworn into a new term of office and are also members of the NYS Retirement System.

The affected members of City Council must prepare a record of work-related activities (ROA) for three (3) consecutive months at the start of a new term or appointment. To ensure three (3) full months of active working days are reflected on the ROA, the period of the ROA may be extended by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period but must be concluded by May 29, 2024. These records must be signed, and their accuracy attested to by the elected official, and it should be submitted to the City Clerk within 30 days of completion but no later than June 29, 2024.

The record of activity will be presented to City Council to determine if the activities are official duties of the position. If not, Council may exclude the activity and time from the calculations of the average number of days worked per month. Once the activities are approved, City Council will need to adopt a resolution that includes the title and the standard workday for each of its members. The resolution must also:

- Identify the term of office and expiration for each elected official;
- Attest that each official has submitted a sample three-month log or time sheets of actual time worked; and
- Specify the number of days per month to be reported for each official based on his or her log.

Once adopted, the resolution must be posted on the City's website for at least 30 days, and an affidavit of the posting and a copy of the resolution must be filed by the City Clerk with the Office of the State Comptroller within 15 days after the posting period ended.

Attached for your review are examples of work-related and non-work-related activities, answers to frequently asked questions and a sample of a Record of Activity, which will assist in determining which of your activities should be reported.

Work-Related and Non-Work-Related Activities

The governing board must review each entry listed on an official's record of activities (ROA) to determine whether the entries are appropriate. The board must exclude any duties that are not work-related from the calculation of the average number of days worked per month.

Below are examples of activities that may appear on an ROA. If you have questions about whether a task is work-related, please email our Pension Integrity Bureau.

Appropriate Time

- Answering constituent phone calls
- Attending municipality-sponsored events
- Discussing issues with constituents while out of the office
- Attending municipality board/committee meetings
- Preparing for municipality meetings
- Community activities in partnership with the municipality

Inappropriate Time

- On-call time (unless called out)
- Attending campaign events
- Attending a political party rally/candidate forum
- Board and committee meetings for private organizations
- Socializing after legislative meeting
- Personal volunteer work
- Services not paid for by the municipality (e.g., wedding ceremonies)

(Rev. 9/19)

Frequently Asked Questions

1. I've never been asked to keep a record of activities (ROA) before. Was I supposed to?
2. When do I have to submit my ROA to the clerk of the governing board?
3. What should I do if I take a two-week vacation during the three-month time period when I'm keeping a record of my work activities?
4. I know that I cannot receive service credit for attending electoral fundraisers, but what about for other events like testimonial dinners or fundraising events for not-for-profit organizations?
5. What should I do if, after submitting an ROA for three consecutive months, I decide that it isn't a good representation of the time I actually work?
6. Do I need to keep an ROA each time I begin a new term?
7. Who can I contact if I have questions about following the regulation?
8. I am a tax collector who works more hours from January through April than I do for the rest of the calendar year. What months should I use to complete my ROA?

1. I've never been asked to keep a Record of Activities (ROA) before. Was I supposed to?

Yes. Since 1975, Regulation 315.4 has required elected or appointed officials, who are NYSLRS members, to keep an ROA and submit it to their governing boards, unless they participate in a time-keeping system.

2. When do I have to submit my Record of Activities (ROA) to the clerk of the governing board?

You must complete your ROA within 150 days of the start of a new term or appointment and sign it attesting to its accuracy. Once complete, you have 30 days to submit it to the clerk. See [Your Record of Activities](#) for a schedule of ROA due dates and help determining what to do, when.

3. What should I do if I take a two-week vacation during the three-month time period when I'm keeping a record of my work activities?

You should extend your record by two weeks.

4. I know that I cannot receive service credit for attending electoral fundraisers, but what about for other events like testimonial dinners or fundraising events for not-for-profit organizations?

You may include an event on your ROA if you attend in your capacity as an elected or appointed official — not as a private citizen. For example, a testimonial dinner at which you present a formal proclamation would be considered work-related; you could include it in your ROA. However, a fundraising dinner for a not-for-profit organization on whose board you sit as a private citizen cannot be included. See the [Work-Related and Non-Work-Related Activities](#) page for more examples of what is and isn't considered work-related.

5. What should I do if, after submitting an ROA for three consecutive months, I decide that it isn't a good representation of the time I actually work?

You can submit a new ROA for a different three-month period.

6. Do I need to keep an ROA each time I begin a new term?

If you feel that a previous three-month ROA still represents your responsibilities and hours, you may certify that in writing. Instead of a new ROA, you would complete a Recertification of the Record of Activities (RS2419) form, and submit it to your governing board within 180 days of beginning a subsequent term. An ROA can be valid for up to eight years.

7. Who can I contact if I have questions about following the regulation?

You can always email our Pension Integrity Bureau if you are unsure about how to correctly comply with this regulation.

8. I am a tax collector who works more hours from January through April than I do for the rest of the calendar year. What months should I use to complete my ROA?

If you are an employee who works all year round but has a busier season, you should keep an extended ROA. It can be up to a full year, or the ROA can, for example, cover two months during the busy season and two months of the less-busy season to get an accurate average.

Example of One Week of an Elected/Appointed Official's Record of Activities

Record of Activities

Name John Smith
Title Town Supervisor
Employer South Anytown

Activity Log

- Use a new row for each activity. You must include the start and end times for each activity.
- Enter the date, activity, start and end times, and the number of hours. In the Hours column, only enter numbers (i.e. 2.75).
- To add a new row, click the "Add New Row" button.
- To total the number of hours, click the "Update Total" button.

Date	Activity	Start Time	End Time	Hours
January 7, 2019	Taxpayer mtg.	1:00 PM	2:00 PM	1
January 7, 2019	Return phone calls	2:00 PM	3:00 PM	1
January 7, 2019	Emergency call re: dog warden	12:00 AM	1:00 AM	1
January 8, 2019	Prepare speech for luncheon	12:00 PM	3:00 PM	3
January 8, 2019	Return phone calls	3:00 PM	4:00 PM	1
January 9, 2019	Routine correspondence	9:00 AM	11:00 AM	2
January 9, 2019	Guest speaker – luncheon mtg.	1:00 PM	3:00 PM	2
January 9, 2019	Return phone calls	6:00 PM	7:00 PM	1
January 10, 2019	Conference call with East and North Anytowns	9:00 AM	9:30 AM	0.5

January 10, 2019	Prepare for mtg. on 1/15	9:30 AM	11:00 AM	2.5
January 10, 2019	Return phone calls	6:00 PM	7:00 PM	1
January 11, 2019	Prepare speech and materials for 1/15 mtg.	9:00 AM	11:00 AM	2
January 11, 2019	Routine correspondence	11:00 AM	12:00 PM	1
January 11, 2019	Return phone calls	4:00 PM	5:00 PM	1
January 12, 2019	Committee mtg. on zoning	9:00 AM	12:00 PM	3
January 12, 2019	Return phone calls	4:00 PM	5:00 PM	1
Add New Row				
Update Total				24

To ensure three full months of active working days are reflected on the ROA, extend the period of the ROA by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period.

Once you have completed recording activities for a three-month period, print this worksheet and sign and date below.

With my signature, I attest to the accuracy of the record provided above.

Signature

Date