

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, September 21, 2026
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, September, 21, 2026, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

7:15 p.m.	Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2025
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RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Authorizing the Sale of Surplus Parks and Recreation Department Equipment |
| Resolution No. 2 - | Authorizing the Inclusion of One Complimentary City of Watertown Blue Refuse Sticker to New Customer Water Department Mailings |
| Resolution No. 3 - | Approving the 2026-2029 Tentative Agreement Between the City of Watertown and the International Brotherhood of Electrical Workers (I.B.E.W.) Local Union 1249 |
| Resolution No. 4 - | Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course |

Resolution No. 5 - Approving the Federal Award Agreement for the Program
Year 2026 Community Development Block Grant Program

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – August 2026
2. Sales Tax Revenue – August 2026

NEW BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

WORK SESSION

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
OCTOBER 5, 2026.**

Public Hearing – 7:15 p.m.

September 21, 2026

To: The Honorable Mayor and City Council

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

Subject: Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2025

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The public hearing scheduled for September 21, 2026, at 7:15 p.m. coincides with the City submitting its Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

The CAPER serves as the year-end summary report of the CDBG activities that the City undertook during the most recent program year, which ran from July 1, 2025, through June 30, 2026. The purpose of the public hearing is to give the public the opportunity to comment on the CAPER and the City's annual performance.

Some of the City's CDBG accomplishments during the 2025 Program Year included completing the Burlington Street Reconstruction Project and completing the design for the Huntington Street Water Main Replacement Project.

City Department of Public Works crews also completed the Division Street East Sidewalk Project which consisted of installing new sidewalks to fill in a prominent gap in the City's sidewalk network between Starwood Apartments and the Adams Recreational Park and North Elementary School.

The Northwest Target Area Tree Planting Project was also completed and involved the planting of 33 trees in November of 2025 in the City's Northwest Target Area. Trees were planted on several streets including Superior St., Mohawk St., Morrison Ave., Meriline Ave., and Snell St.

Additionally, the City continued to work on our various housing rehabilitation programs and the homebuyer program, addressing the City's CDBG goal of providing decent affordable housing for low-to-moderate income residents. Over the course of the year, Neighbors of Watertown, the City's housing rehab subrecipient,

oversaw the rehabilitation of two owner occupied housing units. Six homebuyers were also assisted with down payment assistance toward the purchase of new homes along with funds for minor repairs.

The City also provided funding for the Watertown City School District's Food 4 Families (Backpack) Program. The Food 4 Families Program is designed to combat food insecurity among students and helps to ensure that children have access to healthy, nourishing food when school meals are not available, specifically over weekends and extended breaks. During the 2025-2026 school year, the district distributed 4,689 backpacks filled with nutritious, kid friendly, and easy-to-prepare food items.

The City also provided a grant for the Watertown Urban Mission's food pantry, providing funding for the purchase of food and supplies to assist many food insecure families and individuals in the City with nutritious and essential resources. The grant funding helped to cover the costs for an increased demand that the WUM has been seeing over the course of the last year. A total of 1,817 individuals were assisted over the course of the year.

On September 4, 2026, Planning Staff published a draft of our Program Year 2025 CAPER on the City's website, <https://www.watertown-ny.gov/CDBGPublicCommentOpportunities> and made it available for public viewing at the City's Planning and Community Development Department, the City Clerk's Office, the Flower Memorial Library and at the offices of the Watertown Housing Authority.

Attached for your review is a copy of the narrative portion of the CAPER that describes the various accomplishments in more detail. The entire document can be found on our website by following the link above.

A legal notice announcing the availability of the draft CAPER and the date and time of the public hearing was published in the *Watertown Daily Times* on September 4, 2026. Following the public hearing, Staff will incorporate any public comments that are received into the CAPER and will submit it to HUD prior to the September 28, 2026, deadline.



Community Development Block Grant Entitlement Communities Program

Consolidated Annual Performance Evaluation Report Program Year 2025

**Prepared by the City of Watertown
Planning & Community Development Department
245 Washington Street
Watertown, NY 13601**

DRAFT – September 4, 2026

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

Program Year 2025 (July 1, 2025 through June 30, 2026) was the twelfth year the City of Watertown (the City) participated as an Entitlement Community in the Community Development Block Grant (CDBG) Program administered by the U.S. Department of Housing and Urban Development (HUD). It was also the fifth year of our 5-year Consolidated Plan that covered Program Years 2021-2025. Staff made significant accomplishments this year in carrying out the Strategic Plan and Annual Action Plan as a number of projects were completed. Environmental reviews for all of the Program Year (PY) 2025 projects have been completed as well.

The City's strategic plan identifies several high-priority needs, including provisions for decent affordable housing, homeownership, public infrastructure improvements and blight elimination. It also includes a medium priority need of environment and quality of life enrichment and several lower priority needs including fair housing education, support of public services, economic development and homeless prevention. These needs are addressed by several goals including neighborhood stabilization and revitalization, affordable housing rehabilitation, homeownership assistance opportunities, environment and quality of life enrichment, fair housing education, homeless assistance, supporting public services, economic development and planning and administration.

The City made the most significant progress towards its public infrastructure improvements, affordable housing rehabilitation and homeownership assistance goals in Program Year 2025. The City completed the Burlington Street Reconstruction Project and completed the design for the Huntington Street Water Main Replacement Project. The City also completed two owner-occupied rehabilitation activities in PY 25, bringing the total to 34 of a projected 37 total locations (92 percent) for the five-year Consolidated Plan cycle. The City also assisted five first-time homebuyers (six units) in PY 25, bringing the total over five years to 28 units assisted. This enabled the City to exceed our 5-year goal by three units for the five-year cycle.

The City also exceeded the projected accomplishments for its Public Services support goal over five years through its continued implementation of the Food 4 Families and Watertown Urban Mission Food Pantry Programs.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City identified Decent Affordable Housing and Homeownership as high priorities in the Priority Needs Summary in its PY 2021-2025 Consolidated Plan, so the progress to 92 percent and 112 percent of the expected accomplishments on the Affordable Housing Rehabilitation and Homeownership Assistance goals respectively, are a significant success.

Public Infrastructure Improvements were also a high priority in the Priority Needs Summary. Various street reconstruction projects have assisted 6057 of a projected 6250 persons, 97 percent of the projected total. While two major and one minor infrastructure projects were not completed as expected due to design and environmental delays, the City's progress is noteworthy.

Staff made significant accomplishments in carrying out our Strategic Plan and Annual Action Plan in addition to completing projects from previous program years. One major infrastructure project, the Burlington Street Reconstruction Project was substantially completed during the 2025 program year. In addition, the Watertown City School District's Food 4 Families Program and the Watertown Urban Mission Food Pantry Program were both completed. Significant progress continues to be made on the owner-occupied housing rehabilitation program, as well as the first-time homebuyer program, addressing the City's goal of providing decent affordable housing for low-income residents. Further discussion on the City's progress in each of the programmatic areas is below. Projects and accomplishments are listed by the program year in which the funds were budgeted.

Goal 1. Neighborhood Stabilization and Revitalization

To accomplish the goal of Neighborhood Stabilization and Revitalization, the City identified numerous projects in all five Annual Action Plans under the last Consolidated Plan. Many of the projects from our previous plans were completed in previous program years, however, the narrative below outlines the activities that were completed in Program Year 2025.

The City started work on the Burlington Street Reconstruction Project in May of 2025, near the end of PY 2024. The project included a full reconstruction of the 735' long street and consisted of improvements such as new pavement, new sidewalks, new ADA ramps, the replacement of various utilities such as water, sanitary sewer, and storm sewer as well as green infrastructure and tree planting. Work continued and was ultimately substantially completed in PY 2025.

As reported in our Program Year (PY) 2024 CAPER, the City amended our **PY 2020 Annual Action Plan** to reallocate funding to the Burlington Street Reconstruction Project. Several projects in our 2020 Annual Action Plan that were previously completed were under budget. These projects included the Tilden Street/Starbuck Avenue Sidewalk Construction Project and the North Side ADA Ramp Phase 2 Project. The City completed the amendment process for our 2020 Annual Action Plan and reprogrammed the balances from these activities, along with the funding originally allocated to the NDC Housing Program and moved it to the Burlington Street Reconstruction Project. The total funding that was reprogrammed was \$78,217.40.

The Burlington Street Reconstruction Project was also the primary construction project included in our **PY 2023 Annual Action Plan**. As the project was substantially completed during PY 2025, the reallocated funding from 2020 was drawn down as was the funding allocated in the PY 2023 Annual Action Plan. The street is located in the City's Northeast Target Area and the project assisted 894 people.

A project included in our **PY 2024 Annual Action Plan** that made significant progress in PY 2025 was the Huntington Street Water Main Reconstruction Project. The City completed a Request for Proposals process to select a consultant to design the project in PY 2024 and began the design work last year. During PY 2025, the design was substantially completed and the project was advertised for bids in July of 2026. Bids were opened on August 25, 2026 and construction is slated to begin in the fall of 2026.

In addition, the City substantially completed the 531 Bradley Street Demolition Project in the spring of 2025. This project involved the demolition of a blighted structure located in the City's Northwest Target Area in an effort to prevent blight from spreading to adjacent properties in the neighborhood. The building was successfully demolished, the debris was hauled to the landfill and the site was restored with topsoil and grass. Once three sidewalk blocks that were broken during the demolition are replaced, the project will be completed. Completion is expected in the fall of 2026.

Finally, the City's Engineering Department substantially completed the design for the ADA Ramp Replacement Project, which is expected to go out to bid in the fall of 2026.

The City also completed the Division Street East Sidewalk Project which was a project identified in our **PY 2025 Annual Action Plan**. The project consisted of installing new sidewalks to fill in a prominent gap in the City's sidewalk network within the Northeast Target Area. The gap was approximately 925 feet and spans the frontage of Adams Recreational Park, which has five baseball/softball diamonds, two basketball courts, two tennis courts, a playground area and a popular public swimming pool. The park is also in the vicinity of two elementary schools and the Starwood Apartment Complex.

Goal 2. Affordable Housing Rehabilitation

To accomplish the goal of Affordable Housing Rehabilitation, the City identified projects in several of our recent, as well as our current Annual Action Plan, including Owner-Occupied and Rental Housing Rehabilitation Programs. During **Program Year 2025**, the City completed a total of two (2) units of owner-occupied rehabilitation, working with Neighbors of Watertown (NOW), the City's sub-recipient for this program. The units completed were from projects identified in **PY 2023** (2 units).

The City has completed nearly all of the owner-occupied rehabilitation projects that were budgeted through Program Year 2023. The City expects to close out the owner-occupied grant funds from 2023 within the next year, prior to the end of the 2026 program year.

It should be noted that the City did not allocate funding to our Owner-Occupied Rehabilitation Program in 2024 or 2025. The City's housing partner and subrecipient, Neighbors of Watertown, was recently awarded a grant of \$5 million in Targeted Housing Improvement Program (THIP) funds for owner occupied rehabilitation throughout the City. In light of this infusion of grant funding, the City scaled back its owner-occupied rehab program and increased expenditures in the homebuyer program and in infrastructure projects. As the remaining THIP grant funds are expended in the future, the City will evaluate the allocation of additional funding in this program.

Since becoming an entitlement community in PY 2014, the City has used CDBG funding to rehabilitate 109 units, ninety (90) which have been owner-occupied units and nineteen (19) which have been rental units.

Goal 3. Homeownership Assistance

In PY 2025, the City was able to use CDBG grant funds to assist five (5) qualified low-to-moderate income individuals or households with down payment assistance toward the purchase of a new home along with funds for minor rehabilitation of the home after closing. A total of six (6) housing units were included in those homes. A total of \$217,802.94 in CDBG funding was spent during PY 2025 for homeownership assistance.

With assistance being provided to five first-time homebuyers (six units) in PY 25, the City's total over the last five years is 28 units assisted. This enabled the City to exceed our 5-year goal by three units.

In addition, since becoming an entitlement community in PY 2014, the City has provided homeownership assistance for the purchase of forty (40) units.

At the time of this writing, several additional projects are underway for the homeownership assistance program and all funds allocated from PY 2023 through PY 2025 are expected to be expended by the end of 2026.

Goal 4. Environment and Quality of Life Enhancement

During the development of the 2021-2025 Consolidated Plan, the City added an Environment and Quality of Life Enhancement goal that aimed to improve environmental conditions within our CDBG target areas by addressing environmental issues through the construction of physical improvements such as parks, playgrounds, trails, rain gardens and other improvements. The City included several projects in our 2021 through 2025 Annual Action Plans aimed at supporting this goal including the Seward Street Reconstruction Project, the Northeast Target Area Tree Planting Project, the Northeast and Near East Target Area Tree Planting Project, the North Hamilton Playground Basketball Court Project and the Northwest Target Area Tree Planting Project. The Seward Street Reconstruction Project was recently completed and included rain gardens (bioswales) and was followed up by a non CDBG-related tree planting project. Several other CDBG funded tree planting projects were also included in recent annual action plans to support this goal. The most recent tree planting project, the Northwest Target Area Tree Planting Project was completed in PY 2025. This project was included in the City's **PY 2024 Annual Action Plan** and involved the planting of 33 trees in November of 2025 in the City's Northwest Target Area. Trees were planted on several streets including Superior St., Mohawk St., Morrison Ave., Meriline Ave., and Snell St.

The largest project identified in our Consolidated Plan to accomplish this goal is the Black River Trail Western Extension Project. Funding for the design of this project was included in the **PY 2023 Annual Action Plan** and funding for the construction was included in the **PY 2025 Annual Action Plan**.

The Black River Trail Final Design Project began during PY 2025 and was substantially completed. The project involved the completion of final design documents for the construction of a new recreational trail in the City's Northeast Target Area that will extend the existing 5.4-mile trail further into the City, providing access for an LMI neighborhood. While the design was substantially completed during PY 2025, construction has not yet begun. Unanticipated delays with the design and design approval process postponed the City's ability to publish bid specifications for this project during the last program year.

The City now anticipates bidding for this project in late fall/early winter 2026, with a bid award in midwinter, allowing construction to commence in spring 2027.

Goal 5. Fair Housing Education

During Program Year 2020, CNY Fair Housing completed an Analysis of Impediments to Fair Housing Choice (AI) for the City of Watertown in advance of the City's 2021 Consolidated Plan. One of the prominent impediments to Fair Housing Choice identified in the plan in the Watertown-Jefferson County area housing market was that housing discrimination and lack of knowledge of fair housing rights continues to limit housing opportunities.

To address that impediment, the City included a Fair Housing Education goal in our Consolidated Plan that aimed to reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training and technical assistance. To address that goal, the City has included fair housing education projects in each subsequent Annual Action Plans in this consolidated planning cycle.

In March 2026, the City entered into a 16-month contract with CNY Fair Housing worth \$10,000 that included \$5,000 in CDBG Entitlement funding from both the 2024 and 2025 Program Years. The scope of services included education, community outreach and marketing components.

Finally, CNY Fair Housing is also acting as the City's Qualified Fair Housing Enforcement Agency and has the authority to investigate complaints and provide legal representation to victims of discrimination in any case where CNY Fair Housing determines that discrimination has occurred.

As of June 30, 2026, CNY Fair Housing had yet to expend any money under this contract. The City anticipates reporting accomplishments in next year's CAPER.

Goals 6 Homeless Assistance.

Another goal of the City's Strategic Plan was to provide homeless assistance by supporting the Points North Housing Coalition (PNHC), the local Continuum of Care and other local agencies that are working to prevent homelessness in the community. For the first two years of the City's 2021-2025 Consolidated Plan, the City utilized CDBG funding to assist the PNHC with its annual Point-In-Time (PIT) study of the homelessness in Jefferson, Lewis and St. Lawrence Counties, New York. CDBG funding was used to support small advertising campaigns that were targeted toward the region's non-traditional homeless population. The outreach also provided an opportunity to raise awareness and educate the general North Country population, so they could inform family and friends about this opportunity.

For the PY 2023 Annual Action Plan, the City changed its focus from the educational campaign that it had completed previously to granting funds to North Country Transitional Living Services, Inc. (NCTLS) NCTLS partnered with the Jefferson County Department of Social Services (JCDSS) on the 518 Pine Street Transitional Housing Single Room Occupancy (SRO) Project. The 18-bed facility provided safe, supervised transitional housing for individuals experiencing homelessness. CDBG funding was provided to assist with case-management to assess individuals' needs and barriers relative to independent housing in the community and helped develop a plan of service to assist them to achieve it.

The City planned to assist North Country Transitional Living Services, Inc. (NCTLS) again with funding for case management services as part of our **PY 2024 Annual Action Plan**, but unfortunately the SRO facility closed on July 31, 2024, and the City's support for the project is no longer needed. The City therefore intends to terminate the project and reprogram the \$25,000 to another project.

Goal 7. Public Services Support.

To accomplish the goal of Public Services Support, the City identified projects in several of our recent, as well as our **PY 2025 Annual Action Plan**, including support for local food pantries. The PY 2025 Annual Action Plan included the Watertown City School District Food for Families Program and the Watertown Urban Mission Food Pantry Program. The City provided \$8,000 for each food pantry. Both projects were successfully completed during the program year.

The Watertown City School District (WCSD) partners with the United Way of Northern New York to carry out the Food for Families Program, or Backpack Program. The program is currently run entirely on grant funding and donations made to a backpack fund set up at the United Way, which allows for the purchase of food through the Central New York Foodbank. During the 2025-2026 school year, the Food 4 Families Program was able to make a meaningful difference in the lives of hundreds of local families. Designed to combat food insecurity among students, this program ensures that children have access to healthy, nourishing food when school meals are not available, specifically over weekends and extended breaks.

For many students, the meals they receive at school may be the only consistent source of nutrition in their day. When the weekend arrives or schools close for holidays, this safety net disappears. The Food 4 Families program steps in to fill that gap. Each backpack, carefully packed with enough food to sustain a student through several days, costs approximately \$8.65 to assemble, with \$3.10 of that cost covered by funding from the City's CDBG Program. Over the course of the year, the district distributed an estimated 3,104 backpacks filled with nutritious, kid friendly, and easy-to-prepare food items. These bags helped to ensure that no student had to face a weekend or holiday break with an empty stomach. The reach of this initiative was substantial as 2,400 backpacks went to students from low-income households, qualifying for free or reduced-priced lunch programs.

The long-term goals of the program include improving scores, attendance, graduation rates, etc. The program is carried out at all school buildings within the District, with the numbers of backpacks per school being divided evenly based on school population and need.

The Watertown Urban Mission (WUM) Food Pantry was a new CDBG activity created in the City 2025 Annual Action Plan. The grant funding helped to cover the costs for an increased demand for food and supplies that the WUM has been seeing over the course of the last year. The increased demand has put unexpected strain on funding resources for providing food packages to those in need. The funding allowed the WUM to purchase food items to assist many food insecure families and individuals in the City with nutritious and essential resources.

Goal 8. Economic Development

The City's 5-year strategic plan also identified an economic development goal aimed at supporting the efforts of the Watertown Local Development Corporation (WLDC), the Jefferson County Job Development Corporation and the Jefferson County Industrial Development Agency. While there were no CDBG projects during the program year that were identified to allow the City to partner with these agencies to attract business or create new jobs, the City nonetheless continues to work with these agencies throughout the year. The City's Mayor, Sarah V. C. Pierce, and Planning and Community Development Director, Michael A. Lumbis, both serve on the WLDC Board of Directors. Future projects and funding commitments will be determined for future program years as opportunities for projects and programs arise.

While no economic development projects were funded as part of our 2021 through 2025 annual action plans, the City did utilize Community Development Block Grant Coronavirus (CDBG-CV) funding to address the community wide impacts of COVID-19 during our Consolidated Planning cycle. The City Council decided to utilize a majority of the CDBG-CV funds for a Small Business Emergency Relief Program. The program's goal was to aid locally owned small businesses that demonstrated hardships or revenue loss that the business experienced because of the Coronavirus Pandemic. The program provided \$10,000 grants to locally owned businesses that demonstrated these hardships and revenue loss and helped to retain jobs. Staff worked with the Watertown Local Development Corporation to review and approve applications and then developed Grantee Commitment Agreements for each business.

Goal 9. Planning and Administration

As one can conclude from the various project descriptions noted above, the City has been actively implementing a variety of programs and projects during the last program year from several previous Annual Action Plans. The City expended a total of \$83,972.81 administering the various CDBG grants during the Program Year. In addition to the project management for the various initiatives described above, Staff developed the City's 2024 Consolidated Annual Performance Evaluation Report (CAPER), our 2026-2030 Consolidated Plan and the 2026 Annual Action Plan during the program year.

CDBG-Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

In response to the ongoing COVID-19 public health crisis, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). As part of the CARES Act, the United States Department of Housing and Urban Development (HUD) received funds to allocate to Community Development Block Grant (CDBG) entitlement communities to prevent, prepare and respond to the COVID-19 health crisis. HUD allocated \$541,672 in Community Development Block Grant Coronavirus (CDBG-CV) funding to the City of Watertown in Round 1 and \$280,910 in Round 3 for a total of \$822,582.

During Program Year 2020, the City adopted an amendment to the 2020 Annual Action Plan that detailed how the City planned to utilize the CDBG-CV funding to address the community wide impacts of COVID-19. The City Council decided to utilize the funds on two main initiatives that include economic development in the form of a Small Business Emergency Relief Program and public services which includes support to four local food pantries. Funding was also allocated to establish an employment training program aimed at assisting those struggling with substance abuse with obtaining employment and for program administration.

A majority of the CARES Act programs were completed prior to this program year, however, there was approximately \$20,000 in unallocated funding that the City programmed during PY 2025.

The City decided to spend the remaining funds on food pantry activities, extending four programs with local nonprofits that the City already had in place. The City continued its partnership with the Watertown Urban Mission, Community Action Planning Council, the Salvation Army and the United Way of Northern New York for the Watertown City School District's Food 4 Families Program.

Providing additional support for these local food pantries was important as the cost of food has remained high, and food insecurity has remained a secondary impact from COVID and a significant issue for many families in the City. These local food pantries reported seeing record numbers, with needs at some locations doubling during the past year. Recognizing this need, the City Council allocated an additional \$5,000 each to the Community Action Planning Council of Jefferson County and the Salvation Army and \$4,750 each to the Watertown Urban Mission and the United Way of Northern New York. The remaining \$502.36 was reserved for program administration.

The United Way of Northern New York spent their funding prior to the end of the 2025 Program Year which is reflected on the CDBG-CV PR-26 report. The remaining funds will be spent in the 2026 Program Year, prior to the ending date of the grant agreement.

Res No. 1

September 21, 2026

To: The Honorable Mayor and City Council

From: Tina Bartlett-Bearup, Purchasing Manager

Subject: Authorizing the Sale of Surplus Parks and Recreation Department Equipment

The City of Watertown Parks & Recreation Department has submitted a list of surplus equipment to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Staff are recommending that the items listed below be sold through Auctions International's online website:

SURPLUS ITEMS				
LOT #	YEAR	DESCRIPTION	DEPARTMENT	DATE ADDED
1	2016	AUTOFRY VENTLESS FRYER	Parks & Rec	9/9/2026

A resolution is attached for City Council consideration.



CITY OF WATERTOWN, NEW YORK

PARKS & RECREATION
600 WILLIAM T. FIELD DRIVE
WATERTOWN, NEW YORK 13601-3380
(315) 785-7775



To: Purchasing Manager, Tina Bartlett-Bearup
From: Parks & Recreation Superintendent, Scott Weller
Re: Surplus items for auction
Date: September 9, 2026

Tina,

The following item is no longer used by the Parks & Recreation Department, and is available for reassignment or auction as appropriate:

- AUTOFRY ventless fryer previously used in the Arena's concession stand. A new unit was recently purchased; therefore, this one is no longer needed. The unit does work but has some mechanical issues which prohibit efficient operation.

Photos of the item are attached.

Regards,

Scott Weller
Superintendent





RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus Parks and
Recreation Department Equipment

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown Parks and Recreation Department has surplus equipment, the description of which is attached and made a part of this resolution, and

WHEREAS the surplus equipment may have some value best determined by an online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by online auction, of the surplus equipment as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Manager or their designee.

Seconded by _____

[illegible]

September 21, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing the Inclusion of One Complimentary City of Watertown Blue Refuse Sticker to New Customer Water Department Mailings

In May 2026, Council Member Shane A. Garrabrant presented the *Clean Watertown Refuse & Recycling Initiative*. The initiative included several recommendations intended to increase awareness of the City's refuse and recycling services and encourage greater participation in the City's collection program. One of those recommendations was to provide new City customers with one complimentary City of Watertown Blue Refuse Sticker.

Because municipalities are generally prohibited from providing gifts of public funds for private purposes, the proposal was sent to the City Attorney for legal review. The City Attorney advised that the program could be implemented because the individual benefit of receiving one complimentary sticker would be incidental to the broader public purpose of introducing new customers to the City's refuse collection program and encouraging participation.

The City currently provides curbside collection of refuse and recyclables for residents who purchase City of Watertown Blue Refuse Stickers or rent a City refuse tote. The Water Department periodically sends informational mailings to new customers, including individuals whose names have been added to or changed on a water account. Approximately 30 to 40 of these mailings are distributed each quarter.

Under the proposed program, one complimentary Blue Refuse Sticker would be included in each new-customer mailing. This would provide a simple and practical way to make new customers aware of the City's refuse collection services and give them an opportunity to use the program. The mailing would also help further the goals of the *Clean Watertown Refuse & Recycling Initiative*.

The financial impact of the program is expected to be minimal based on the limited number of new-customer mailings distributed each year. Staff would coordinate the purchase and distribution of the stickers using available resources and established departmental procedures.

A resolution is attached for City Council consideration.

RESOLUTION

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Authorizing the Inclusion of One
Complimentary City of Watertown Blue
Refuse Sticker to New Customer Water
Department Mailings

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, in May 2026, Council Member Shane A. Garrabrant presented the *Clean Watertown Refuse & Recycling Initiative* and directed the proposal to City staff for review, and

WHEREAS, one of the recommendations included in the initiative was to provide new City customers with one complimentary City of Watertown Blue Refuse Sticker as a way to introduce them to the City's refuse collection program and encourage participation, and

WHEREAS, the proposal was referred to the City Attorney for legal review because municipalities are generally prohibited from providing gifts of public funds for private purposes, and

WHEREAS, the City Attorney advised that the proposal could be implemented because the benefit provided to an individual customer would be incidental to the broader public purpose of increasing awareness of and participation in the City's refuse collection program, and

WHEREAS, the City of Watertown provides curbside collection of refuse and recyclables for residents who purchase City of Watertown Blue Refuse Stickers or rent a City refuse tote, and

WHEREAS, the Water Department periodically sends informational mailings to new customers, including individuals whose names have been added to or changed on a water account, with approximately 30 to 40 such mailings distributed each quarter, and

WHEREAS, including one complimentary Blue Refuse Sticker in these mailings would provide a practical and limited way to introduce new customers to the City's refuse collection program while supporting the goals of the *Clean Watertown Refuse & Recycling Initiative*;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the inclusion of one complimentary City of Watertown Blue Refuse Sticker in the Water Department's new-customer informational mailings, and

BE IT FURTHER RESOLVED that City staff are authorized to coordinate the procurement, distribution and inclusion of the complimentary stickers in the applicable mailings,

RESOLUTION

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Authorizing the Inclusion of One
Complimentary City of Watertown Blue
Refuse Sticker to New Customer Water
Department Mailings

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

consistent with available resources and established departmental procedures, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon adoption.

Seconded by _____

September 21, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving the 2026-2029 Tentative Agreement Between the City of Watertown and the International Brotherhood of Electrical Workers (I.B.E.W.) Local Union 1249

Negotiations have concluded between the City of Watertown and I.B.E.W. Local Union 1249 for a successor contract to that which expired on June 30, 2026. A Tentative Agreement has now been achieved through June 30, 2029.

The principal terms contained within this agreement are listed below:

- Term: July 1, 2026 – June 30, 2029.
- Wage increases with retroactive payments:
 - July 1, 2026: 4.00%
 - July 1, 2027: 3.75%
 - July 1, 2028: 3.50%
- Vacation
 - Existing Terms:
 - 0 to 3 years continuous service – 10 working days
 - 4 to 7 years continuous service – 15 working days
 - 8 to 15 years continuous service – 20 working days
 - 16 or more years continuous service – 25 working days
 - Revised Terms:
 - 0 to 5 years continuous service – 15 working days
 - 6 to 12 years continuous service – 20 working days
 - 13 or more years continuous service – 25 working days
- Holiday Added:
 - Juneteenth
- Health Insurance Contributions to Local Union 1249 Insurance Fund. These are an increased amount from the current \$1,485, as follows:
 - Effective July 1, 2026: \$1,585
 - Effective July 1, 2027: \$1,650
 - Effective July 1, 2028: \$1,715

A resolution approving the terms of the Tentative Agreement has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving the 2026-2029 Tentative Agreement
Between the City of Watertown and the
International Brotherhood of Electrical
Workers (I.B.E.W.) Local Union 1249

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the 2023 - 2026 Employment Contract between the City of Watertown and I.B.E.W. Local Union 1249 expired on June 30, 2026, and

WHEREAS the parties have agreed to a Tentative Agreement which will cover the period of July 1, 2026 through June 30, 2029,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby ratifies the Tentative Agreement between the City of Watertown and I.B.E.W. Local Union 1249, and a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the new employment contract, reflective of the terms in the Tentative Agreement, on behalf of the City of Watertown.

Seconded by _____

TENTATIVE AGREEMENT

WHEREAS, the City of Watertown ("City") and Local Union 1249 of the International Brotherhood of Electrical Workers ("IBEW") are parties to a collective bargaining agreement for the period July 1, 2023 through June 30, 2026 ("Agreement");

WHEREAS, the parties have been engaged in collective bargaining for a successor to the Agreement;

WHEREAS, the parties have reached a tentative agreement on the terms for a successor to the Agreement, subject to ratification by IBEW and approval by the City;

NOW THEREFORE, the parties agree as follows:

1. The term of the successor to the Agreement shall be July 1, 2026 through June 30, 2029.
2. Increases in hourly wages for titles set forth in Article 39 per the below:
 - a. Effective July 1, 2026, 4.0% increase in hourly wages
 - b. Effective July 1, 2027, 3.75% increase in hourly wages
 - c. Effective July 1, 2028, 3.5% increase in hourly wages
3. Vacation – Revise Article 32, Section 1 as follows:

Section 1. An Employee's annual vacation entitlement shall be determined by his/her seniority in accordance with the following schedule:

0 to 5 years continuous service	- 15 working days
6 to 12 years continuous service	- 20 working days
13 or more years continuous service	-- 25 working days

Remove last part starting with "Any employee hired after October 16, 2023"

4. Holidays – Add Juneteenth to Article 33, Section 1 list of recognized paid holidays.

5. Productivity – in Article 7, Section 2, replace “International Municipal Signal Association, Inc.” with “Public Safety Institute”
6. Call-outs – agree to Union proposal on changes to Article 31, Section 1 (change to three (3) hours at double time and change two (2) to three (3) in second paragraph of Section 1).
7. Health Insurance – References in Article 38 Section 1 and 2 to the amount the City will contribute to the Local Union 1249 Insurance Fund shall be the following amounts on the date set forth below:

July 1, 2026: \$1,585

July 1, 2027: \$1,650

July 1, 2028: \$1,715

All employees to be responsible for paying 25% of the health insurance premium and the City shall be responsible for paying 75% of the health insurance premium.

8. Stand-by Pay – delete current Section 3 of Article 42 in full. Renumber Section 4 as Section 3.
9. Except as otherwise set forth above, all other terms of the Agreement shall remain in effect.
10. This tentative agreement is subject to ratification by IBEW and approval by the City.

CITY OF WATERTOWN

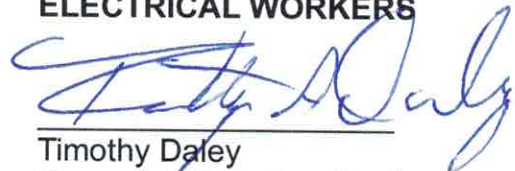


Eric Wagenaar
City Manager

9/8/26

Date

**LOCAL UNION 1249 OF THE
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS**



Timothy Daley
Recording Secretary/Assistant
Business Manager

9-8-26

Date

September 21, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Home Rule Request of the New York State Legislature to
Allow the City of Watertown to Lease Land at the Thompson Park Golf
Course

The City is seeking a qualified private operator to operate, maintain, and improve the 18-hole Thompson Park Golf Course under a lease with the City. Because the golf course is located on property dedicated to public park and recreational purposes, authorization from the New York State Legislature is required before the City may enter into the lease.

The attached resolution authorizes the Mayor to request approval from the New York State Legislature allowing the City to lease the Thompson Park Golf Course to a qualified private operator for its continued operation, maintenance, and improvement as a public golf course and recreational facility.

RESOLUTION

Page 1 of 2

Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City of Watertown owns the Thompson Park Golf Course, an 18-hole public golf course located within Thompson Park in the City of Watertown, and

WHEREAS, the Thompson Park Golf Course is located on property dedicated to public park and recreational purposes and is therefore subject to New York State's public trust doctrine, and

WHEREAS, the City intends to select a qualified private operator to operate, maintain, and improve the property as a public golf course and recreational facility under a lease with the City, and

WHEREAS, the proposed lease is intended to preserve the continued operation of the golf course, maintain public recreational access, provide for the continued care and improvement of the property, and support the financial and operational sustainability of the facility, and

WHEREAS, because the proposed lease would permit a private entity to operate a facility located on dedicated municipal parkland, specific authorization from the New York State Legislature is required before the City may enter into the lease, and

WHEREAS, the City Council finds that seeking such legislative authorization is in the best interests of the City and will allow the property to continue serving the public as a golf course and recreational facility;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown desires to obtain State legislative authorization specifically permitting the City to lease the Thompson Park Golf Course to a qualified private operator for its continued operation, maintenance, and improvement as a public golf course and recreational facility, and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Mayor to request that the City's representatives in the New York State Legislature introduce and support the legislation necessary to authorize the proposed lease, and

BE IT FURTHER RESOLVED, that the City Manager, City Attorney, and other

RESOLUTION

Page 2 of 2

Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

appropriate City officials are authorized to work with the City's State legislative representatives, and any other necessary State agencies to prepare and advance the proposed legislation.

Seconded by _____

Res No. 5

September 21, 2026

To: The Honorable Mayor and City Council

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

Subject: Approving the Federal Award Agreement for the Program Year 2026
Community Development Block Grant Program

The City has been notified by the U.S. Department of Housing and Urban Development (HUD) that the City's Community Development Block Grant Program Annual Action Plan for Program Year 2026 has been approved. This year's funding allocation is \$830,605. HUD has prepared a Grant Agreement and forwarded it for signature.

The attached resolution has been prepared for City Council consideration that approves the Grant Agreement and authorizes the Mayor to sign it.

RESOLUTION

Page 1 of 1

Approving the Federal Award
Agreement for the Program Year
2026 Community Development
Block Grant Program

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown has completed its Program Year 2026 Annual Action Plan for the Community Development Block Grant Program and submitted it to the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS HUD has approved the City's Annual Action Plan and has prepared a Federal Award Agreement for the grant funding,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Federal Award Agreement with the U.S. Department of Housing and Urban Development for the Program Year 2026 Community Development Block Grant Program, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the Mayor, Sarah V. C. Pierce, is hereby authorized and directed to sign the Agreement on behalf of the City Council.

Seconded by _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

**Formula
Grant**

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Watertown Room 302 245 Washington St Watertown, NY 13601-0000	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities
2. Recipient's Unique Entity Identifier: RMYJFEWF14Z9	13. Amount of federal funds obligated by this action: \$830,605.00
3. Tax identification number: 156000419	14. Total amount of federal funds obligated: \$830,605.00
4. Federal Award Identification Number (FAIN): B26MC360121	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$830,605.00
6. Period of performance start and end date: 10/1/2025 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2025 - See Addendum 2	18. Fiscal year: 2026
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-75 Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and title:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. - Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties hereto hereby agree as follows:

Authority and Agreement. This U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Federal Award Agreement (Agreement) between the U.S. Department of Housing and Urban Development (HUD) and the grant recipient hereinabove named (Recipient), collectively (the parties hereto or the Parties), regarding the award of Federal funding hereinabove described (Federal

Award) is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This Agreement incorporates by reference program statute (box 19), the program regulations (box 22) (as now in effect and as may be amended from time to time), the Recipient's consolidated plan/action plan, any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This Agreement, including any attachments and addenda, may only be amended in writing executed by parties to this Agreement and any addenda.
2. *Compliance with Administrative Requirements.* The Recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information. The Recipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if administration of the award is transferred to a different subcomponent, division, or location within the Recipient's organization that uses a different UEI or EIN. Recipients must require Subrecipients to comply with the requirements in this paragraph, as applicable. "Subrecipient" for purposes of this agreement has the same meaning as it is used in 2 CFR § 200.1 and means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
3. *Compliance with 2 C.F.R. part 200.* The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal Award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, with this Agreement using Addendum #3 "Indirect Cost Rate Schedule". The submitted form/addendum will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this Agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this Agreement.
7. *Recordkeeping and Access to Records:*
 - a. *Generally:* The Recipient hereby agrees to maintain complete and accurate documentation for this Federal Award and related activities to include, without limitation, financial records, supporting documentation, statistical records, books of account, ledgers, financial and

project reports, records, statements, data, the originals of all agreements between the Recipient and any and all individuals or entities which receive funding pursuant to or arising out of this Agreement, whether directly from Recipient or from individuals or entities to whom Recipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the Federal Award, including, without limitation, a Subrecipient or other entity that receives a subaward from a pass-through entity to carry out part of the Federal Award; contractor, vendor, consultant, any other entity performing activities funded in whole or in part under this Federal award; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time, (Grant Documentation). Recipient further agrees that the term “Grant Documentation” includes all Subrecipient data consistent with the above and 2 CFR 200.332 and to ensure that it obtains and maintains access to such Subrecipient data. Recipient agrees that the creation, maintenance, preservation, and disclosure by Recipient of Grant Documentation is fundamental to the prevention of fraud, waste, and abuse and to the satisfaction of its obligations to prevent fraud, waste, and abuse and the performance of its obligations under this Agreement and applicable HUD rules and regulations.

- b. *Access to Records and Personnel:* In addition to the foregoing, and in no way a limitation of anything contained in the foregoing or in this Agreement, or of HUD’s rights and remedies available to it under the terms of this Agreement, applicable statutes, laws and regulations, and otherwise at law or equity, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Recipient and any other entities doing business with Recipient or otherwise receiving funds or benefits from Recipient, as specified in subsection a, and that are pertinent to the Federal Award to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use. Such records include those that identify the source and application of funds, including relevant Grant Documentation data to the extent disclosure is not prohibited by law, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes prompt, full, and complete access as HUD may require to the Recipient and other entities and persons identified in subsection and their personnel, for the purpose of interview and discussion at such dates, times, and locations as HUD may require related to such documents or the Federal Award in general, to the fullest extent permitted by law. In lieu of or in addition to an on-site inspection, Recipient also agrees to furnish HUD such financial and project reports, records, statements, data, and documents in such form, from Recipient or other entity or person identified above, and accompanied by such reporting data as required by HUD. Recipient shall supply to HUD any and all Grant Documentation in legible and usable form as HUD may specify and within the time specified by HUD and at Recipient’s expense. Recipient shall also make certifications, as HUD may request at such times and in such manner and format as required by HUD, that all Documentation which Recipient supplies to HUD is true, accurate, and complete in all aspects and regards.

- c. *New Reporting Tools*: Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all Documentation and other documents and records pertinent to the Federal Award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its Subrecipients) using these new tools when they are released, and as updated, and to satisfy all requests for records pertinent to the Federal Award as described above. HUD will work with the Recipient to support the Recipient's transition to the new reporting tools. Once such new tools are implemented, Recipient shall make timely reporting utilizing such new reporting tools and such other reporting as is required by this Agreement and applicable statutes, laws, and regulations. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, additional or more detailed reports, suspension or termination of disbursements, and all other legally available remedies, to the furthest extent permitted by law. Recipient shall also make certifications at such times and in such manner and format as required by HUD that its reporting and the information contained therein is true, accurate, and complete in all aspects and regards.
8. *Noncompliance*. If the Recipient fails to comply with the provisions of this Agreement, HUD may take any and all remedial actions authorized by applicable statutes, regulations, or 2 C.F.R. § 200.339, as applicable. Nothing in this Agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions*. Unless superseded by program statutes or regulations, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America*. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Fiduciary Relationship*. Recipient acknowledges and agrees that it stands in a fiduciary relationship to HUD and the American people with respect to the Federal Award. Recipient shall act solely for the benefit of HUD and the American people with respect to the Federal Award, and undertakes a duty of absolute loyalty, trust, and confidence. In performing its obligations under this Agreement, Recipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by this Agreement and applicable law relating to this Agreement, the Federal Award and all funds derived therefrom.
12. *Waste, Fraud, and Abuse*. Recipient acknowledges and agrees that the prevention, discovery, exposure, and prosecution of waste, fraud, and abuse in Federal grant programs and procurement and the activities which Federal funding supports, and recoveries therefrom, are in the best interests of Recipient and the American people. Accordingly, Recipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, *Establishing the Task Force To Eliminate Fraud*, in all manners and respects as required by HUD.

U.S. Department of Housing and Urban Development — Federal Award Agreement

13. *Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal Award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
14. *Third-Party Claims.* Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
15. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this Agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this Agreement.
16. *Miscellaneous Provisions.*
 - a. Headings are for convenience of reference only and shall not affect the construction, meaning, or interpretation of this Agreement.
 - b. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties. Further, the Recipient agrees to not change, edit, or modify this Agreement or its terms before or after executing it and returning it to HUD. The Recipient agrees that any such changes shall be null and void and not binding upon HUD.
 - c. If any part or provision of this Agreement is enjoined or held to be void or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction and only to the extent of such prohibition or injunction and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of this Agreement. In the event the injunction of such provisions is stayed, dissolved, or reversed, the full terms of this Agreement, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon execution of this Agreement.

[REST OF PAGE INTENTIONALLY BLANK]

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
5. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be Subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of Subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

U.S. Department of Housing and Urban Development — Federal Award Agreement

10. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.
11. Awards to Subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.
12. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.
13. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.
14. Recipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

14.218, Community Development Block Grant Program for Entitlement Communities

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2026	\$830,599.00	9/30/2034	9/30/2034
2025	\$ 6.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for Subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

September 15, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – August 2026

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last August, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$1,583 or 45.08%. In comparison to the budget projection for the month, revenue was down \$179,552 or 97.24%. The year-to-date actual revenue is down \$97,155 or 62.14%, while the year-to-date revenue on a budget basis is down \$453,311 or 88.45%. Additionally, the City had to purchase electricity from National Grid for \$50,599 as the City did not produce enough to cover its accounts' usage.

	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Actual</u> <u>2025-26</u>	<u>Actual</u> <u>2026-27</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 380,883	\$ 793,352	\$ 152,826	\$ 54,088	\$ (98,738)	(64.61%)
August	\$ 26,670	\$ 688,115	\$ 3,512	\$ 5,096	\$ 1,583	45.08%
September	\$ 181	\$ 145,453	\$ 1,909	\$	\$	%
October	\$ 184,779	\$ 79,259	\$ 38,607	\$	\$	%
November	\$ 682,240	\$ 209,619	\$ 728,745	\$	\$	%
December	\$ 826,789	\$ 542,585	\$ 332,508	\$	\$	%
January	\$ 533,340	\$ 359,155	\$ 445,132	\$	\$	%
February	\$ 626,162	\$ 195,739	\$ 193,678	\$	\$	%
March	\$ 923,928	\$ 747,418	\$ 714,395	\$	\$	%
April	\$ 785,870	\$ 905,006	\$ 924,149	\$	\$	%
May	\$ 446,726	\$1,022,190	\$1,003,638	\$	\$	%
June	<u>\$ 377,657</u>	<u>\$ 451,656</u>	<u>\$ 283,845</u>	<u>\$</u>	<u>\$</u>	<u>%</u>
YTD	<u>\$5,795,225</u>	<u>\$6,139,548</u>	<u>\$4,822,943</u>	<u>\$ 59,184</u>	<u>\$ (97,155)</u>	<u>(62.14%)</u>

	<u>Original</u> <u>Budget</u> <u>2026-27</u>	<u>Actual</u> <u>2026-27</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 327,847	\$ 54,088	\$ (273,759)	(83.50%)	\$ 37,877
August	\$ 184,648	\$ 5,096	\$ (179,552)	(97.24%)	\$ 50,559
September	\$ 120,780	\$	\$	%	\$ -
October	\$ 412,663	\$	\$	%	\$ -
November	\$ 740,148	\$	\$	%	\$ -
December	\$ 553,781	\$	\$	%	\$ -
January	\$ 403,048	\$	\$	%	\$ -
February	\$ 349,053	\$	\$	%	\$ -
March	\$ 648,657	\$	\$	%	\$ -
April	\$ 937,281	\$	\$	%	\$ -
May	\$ 624,846	\$	\$	%	\$ -
June	<u>\$ 412,248</u>	<u>\$</u>	<u>\$</u>	<u>%</u>	<u>\$ -</u>
YTD	<u>\$5,715,000</u>	<u>\$ 59,184</u>	<u>\$ (453,311)</u>	<u>(88.45%)</u>	<u>\$ 88,436</u>

September 15, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – August 2026

Sales tax revenue was up \$144,653 or 6.20% compared to last August. In comparison to the original budget projection for the month, sales tax was up \$79,332 or 3.31%. The year-to-date actual receipts are up \$625,836 or 13.55%, while the year-to-date receipts on a budget basis are up \$496,559 or 10.46%.

	<u>Actual 2023-24</u>	<u>Actual 2024-25</u>	<u>Actual 2025-26</u>	<u>Actual 2026-27</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 2,353,567	\$ 2,143,817	\$ 2,284,149	\$ 2,765,332	\$ 481,183	21.07%	
August	\$ 2,186,214	\$ 2,158,407	\$ 2,332,892	\$ 2,477,545	\$ 144,653	6.20%	
September	\$ 2,490,458	\$ 2,615,865	\$ 2,729,060				
October	\$ 1,907,106	\$ 1,867,195	\$ 1,961,987				
November	\$ 1,904,366	\$ 1,893,395	\$ 1,987,560				
December	\$ 2,223,964	\$ 2,437,266	\$ 2,764,330				
January	\$ 1,851,962	\$ 1,888,207	\$ 2,055,079				
February	\$ 1,645,921	\$ 1,638,527	\$ 1,635,548				
March	\$ 1,899,459	\$ 2,114,743	\$ 2,240,353				
April	\$ 1,908,041	\$ 1,970,112	\$ 2,126,273				
May	\$ 1,970,375	\$ 1,987,411	\$ 2,073,364				
June	<u>\$ 2,542,299</u>	<u>\$ 2,423,378</u>	<u>\$ 2,708,931</u>				
YTD	<u>\$ 24,883,732</u>	<u>\$ 25,138,323</u>	<u>\$ 26,899,526</u>	<u>\$ 5,242,877</u>	<u>\$ 625,836</u>	<u>13.55%</u>	
			<u>Original Budget 2026-27</u>	<u>Actual 2026-27</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July			\$ 2,348,105	\$ 2,765,332	\$ 417,227	17.77%	
August			\$ 2,398,213	\$ 2,477,545	\$ 79,332	3.31%	
September			\$ 2,805,473				
October			\$ 2,016,922				
November			\$ 2,043,212				
December			\$ 2,841,731				
January			\$ 2,112,621				
February			\$ 1,681,343				
March			\$ 2,239,174				
April			\$ 2,086,034				
May			\$ 2,104,351				
June			<u>\$ 2,567,821</u>				
YTD			<u>\$ 27,245,000</u>	<u>\$ 5,242,877</u>	<u>\$ 496,559</u>	<u>10.46%</u>	

New York State sales tax distribution methodology: Monthly sales tax payments are prorated to all the jurisdictions using a percentage based on the collections from the prior year. It is important to note that most of the sales tax collections are received as monthly payments. It is not until when sales tax returns are filed in the months of March, June, September, and December that the monthly payment for each business is un-prorated and distributed per the return to the proper jurisdiction. This un-proration and re-distribution is the quarterly reconciliation process that results in how sales tax truly performed for the quarter.