

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, September 15, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, September 15, 2025, 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.	Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report
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RESOLUTIONS

Resolution No. 1 -	Authorizing Data Processing Service Agreement Between the City of Watertown and the Watertown City School District
Resolution No. 2 -	Approving the Funding Approval/Agreement for the Program Year 2025 Community Development Block Grant Program

ORDINANCES

Ordinance No. 1 -	Amending the Code of the City of Watertown, Chapter 301 – Water: § 301-4 Costs of Main-to-Curb-Stop and Fire Services
Ordinance No. 2 -	Amending the Code of the City of Watertown, Chapter 161: Garbage, Rubbish and Refuse

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Supplemental Regulations for Marijuana Dispensaries within the City of Watertown Zoning Ordinance

NEW BUSINESS

EXECUTIVE SESSION

To discuss the employment history of a particular individual.

ADJOURNMENT

WORK SESSION

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, OCTOBER 6, 2025.

Public Hearing – 7:15 p.m.

September 15, 2025

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

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 15, 2025, 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, 2024, through June 30, 2025. 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 accomplishments during the 2024 Program Year included completing the Seward Street Reconstruction Project and the Franklin Street ADA Ramp Replacement Project. Working in partnership with the Watertown Housing Authority (WHA), the City also completed the WHA Meadowbrook Sidewalk Reconstruction Project. In addition, work began on both the Burlington Street Reconstruction Project and the design for the Huntington Street Water Main Project.

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 thirteen (13) owner occupied housing units. Seven (7) homebuyers were also assisted with down payment assistance toward the purchase of new homes along with funds for minor repairs.

The City also completed the Fair Housing Education Project 2023 which provided fair housing training sessions geared toward tenants as well as landlords and service providers. The project also included a small marketing campaign and investigation of complaints of discrimination related to Fair Housing, if received.

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 2024-2025 school year, the district distributed an estimated 3,104 backpacks filled with nutritious, kid friendly, and easy-to-prepare food items.

On August 29, 2025, Planning Staff published a draft of our Program Year 2024 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 August 30, 2025. 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, 2025, deadline.

September 15, 2025

To: The Honorable Mayor and City Council

From: Kimberli Johnston, City Assessor

Subject: Authorizing Data Processing Service Agreement Between the City of Watertown and the Watertown City School District

Attached is the proposed signed agreement with the Watertown City School District to provide them with School Tax Bills, Final Rolls, and Data Files. The attached agreement was reviewed by the School District and has been signed by Superintendent Larry Schmiegel.

The agreement is for a term of three years and includes an increase of \$1.25 per parcel to \$1.35 per parcel. The value of the contract is approximately \$34,594, depending on the flocculation of parcel numbers.

	Number of Parcels	Fee per Parcel	Projected Revenue
Fiscal Year 2025-26	8,870	\$1.25	\$11,088
Fiscal Year 2026-27	8,870	\$1.30	\$11,531
Fiscal Year 2027-28	8,870	\$1.35	\$11,975
Total			\$34,594

This is a substantial difference from the prior contract, as the city will no longer be collecting the tax bills for the school district.

RESOLUTION

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Authorizing Data Processing Service
Agreement Between the City of Watertown
and the Watertown City School District

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 has computer equipment which has automated the functions performed within the City Assessment Department, and

WHEREAS the City Assessor's Office is responsible for maintaining the records for all real property within the City of Watertown, and

WHEREAS the City has the ability to produce assessment rolls, print, fold and seal tax bills and maintain the data needed to accomplish these tasks, and

WHEREAS the Watertown City School District has a need for the services offered by the City's Assessment and Information Technology Departments,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the three (3) year Data Processing Service Agreement with the Watertown City School District, a copy of which is attached and made a part of this resolution, and

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

Seconded by _____

DATA PROCESSING SERVICE AGREEMENT
BETWEEN
THE CITY OF WATERTOWN, NEW YORK
AND
THE WATERTOWN CITY SCHOOL DISTRICT

This Agreement, made and entered into this 3 day of September, 2025, between the City of Watertown, and the Watertown City School District, and

WITNESSETH

Whereas the City of Watertown has computer equipment and software which has automated the functions performed within the City's Assessment Department, and

Whereas the City of Watertown has the ability to produce assessment rolls, print tax bills and maintain the data needed to accomplish these tasks, and

Whereas the Watertown City School District has a need for the services offered by the City's Assessment Department,

Now, therefore, the City of Watertown and the Watertown City School District contract as follows:

City of Watertown agrees:

1. The staff of the City Assessment Department and the City Information Technology Department will be responsible for all aspects of data processing and School tax bill preparation to include;
 - a. Quality control inspection of computer output to verify completeness and accuracy.
 - b. Maintain back-up security of files, to include off site storage of master files.
 - c. Provide copy of Final Assessment Roll.
 - d. Prepare a file for printing of School tax bills for parcels located in the City of Watertown that are in the Watertown City School District.
 - e. Printing of School tax bills for parcels located in the City of Watertown.
 - f. Folding and sealing of tax bills that are to be mailed directly to property owner (not to escrow companies).
 - g. Provide tax extension for School tax purposes.
 - h. Provide ancillary reports to School that are available on City's system.
 - i. Provide an electronic copy of the bill print file for reprinting bills.
2. Processing service is to be provided daily, during the normal hours of operation of the City of Watertown's Assessment Department.

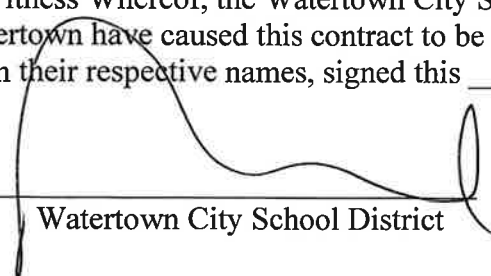
Watertown City School District agrees:

1. To provide the following information necessary to produce tax bills;
 - a. Tax Rate
 - b. Penalty Dates and Amounts
 - c. Warrant Date
 - d. Dates of Fiscal Year
 - e. Estimated State Aid Amount
 - f. Bill Due Dates
2. To provide at their expense a sufficient supply of tax mailers to allow the City to print School District tax bills for parcels located within the City of Watertown.
3. To provide changes to School tax bill program to accommodate School District requirements.

City and School mutually agree as follows:

1. The term of the contract is three years (3) from January 1, 2025, through December 31, 2028.
 2. The contract may be terminated by either the City or the School with cause by providing thirty (30) days written notice by certified mail, return receipt requested.
 3. That should the contract be terminated, the parties will provide the services or pay for the services provided to the date of contract termination.
2. The School shall pay the City at a rate of \$ 1.25 per parcel for parcels within the City for 2025, \$1.30 per parcel for 2026 and \$1.35 for 2027. Payment shall be made on an annual basis, with Payment due on October 15th of the years covered under this agreement.

In Witness Whereof, the Watertown City School District and the City of Watertown have caused this contract to be executed by the person authorized to act in their respective names, signed this 3rd day of September.

By:  Date: 9/3/2025
Watertown City School District

By: _____ Date: _____
City of Watertown

Res No. 2

September 15, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving the Funding Approval/Agreement for the Program Year 2025
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 2025 has been approved. This year's funding allocation is \$860,088. HUD has prepared a Funding Approval/Agreement and forwarded it for signature.

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

RESOLUTION

Page 1 of 1

Approving the Funding Approval/Agreement
for the Program Year 2025 Community
Development Block Grant 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 City of Watertown has completed its Program Year 2025 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 Funding Approval/Agreement for the grant funding,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Funding Approval/Agreement with the U.S. Department of Housing and Urban Development for the Program Year 2025 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

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Watertown 245 WASHINGTON ST, ROOM 302 WATERTOWN, NY 13601-0000	12. Assistance listing number and title: <ul style="list-style-type: none"> • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: RMYJFEWF14Z9	13. Amount of federal funds obligated by this action: \$860,088.00
3. Tax identification number: 156000419	14. Total amount of federal funds obligated: \$860,088.00
4. Federal Award Identification Number (FAIN): B25MC360121	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$860,088.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	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 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	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. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient 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 the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

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

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), 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. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee 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.
3. *Applicability of 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.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous 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, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). 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.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

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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.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The 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. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. 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, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program 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, regulations or NOFOs, 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. *Waste, Fraud, Abuse, and 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.
12. *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.
13. *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.

C. Federal Award Performance Goals

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

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

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) Sarah V.C. Pierce	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; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO 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.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

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
2025	\$860,088.00	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).

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Amending the Code of the City of Watertown, Chapter 301 – Water:
§ 301-4 Costs of Main-to-Curb-Stop and Fire Services

Staff is recommending that Chapter 301- Water be amended to reflect a change to the costs of services provided by the Water Distribution division of the Water Department. Since the last revision of Section 301-4 within Chapter 301 of the Code of the City of Watertown, the cost of material and labor has increased significantly. Therefore, it is recommended to increase the amount charged in order for the City to continue providing these services without incurring debt. The following will update sections 301-4 (A), (B), (C) and (D).

Costs of main-to-curb-stop and fire services.

A. The consumer shall pay the following charges for the installation or renewal of main-to-curb-stop service or fire service:

Size of Service Pipe (inches)	Current Charge	New Charge
3/4	\$1,000	\$1,500
1	\$1,100	\$1,600
1 1/2	\$1,500	\$2,000
2	\$2,000	\$2,500
Larger than 2	Actual cost	Actual Cost

B. A tapping charge will be added to the above charges for main-to-curb-stop service or fire service, whenever a new tap is required. The consumer shall pay the following tapping charges, when required:

Size of Service Pipe (inches)	Current Charge	New Charge
3/4	\$75	\$112.50
1	\$100	\$150
1 1/2	\$150	\$225
2	\$200	\$300

Size of Service Pipe (inches)	Current Charge	New Charge
Larger than 2	\$100 per inch of tap size	\$150 per inch of tap size

C. When employees of the Department perform this service for a contractor or developer, the contractor or developer shall be charged ~~\$100~~ \$150 per inch of tap, plus actual costs for labor, equipment, and materials provided in the performance of this service.

D. The term "actual cost," as used in this section, shall mean all reasonable costs associated with the installation or renewal of the main-to-curb-stop service or fire service, or the tapping of a water main, including but not limited to labor, materials, equipment, road repairs, and curbing repairs.

Accordingly, an ordinance amending the Code of the City of Watertown has been prepared for City Council consideration.

ORDINANCE

Page 1 of 2

Amending the Code of the City of Watertown, Chapter 301 – Water:
§ 301-4 Costs of Main-to-Curb-Stop
and Fire Services

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 §301-4 of the Code of the City of Watertown Chapter 301 – Water outlines a fee structure for services provided by the Water Distribution Division of the City of Watertown's Water Department, and

WHEREAS a review of this section revealed that the cost of the materials and labor for these services has increased since the last revision of this fee structure was done, and

WHEREAS it is the City's desire that the fees reflect the current cost to the City for the materials and labor for these services,

NOW THEREFORE BE IT ORDAINED by the City Council that §301-4 (A), (B), (C), and (D) of the Code of the City of Watertown Chapter 301 – Water be deleted in its entirety and replaced with the following:

§ 301-4. Costs of main-to-curb-stop and fire services.

- A. The consumer shall pay the following charges for the installation or renewal of main-to-curb- stop service or fire service:

Size of Service Pipe (inches)	Charge
3/4	\$1,500
1	\$1,600
1 1/2	\$2,000
2	\$2,500
Larger than 2	Actual cost

- B. A tapping charge will be added to the above charges for main-to-curb-stop service or fire service, whenever a new tap is required. The consumer shall pay the following tapping charges, when required:

Size of Service Pipe (inches)	Charge
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ORDINANCE

Page 2 of 2

Amending the Code of the City of Watertown, Chapter 301 – Water: § 301-4 Costs of Main-to-Curb-Stop and Fire Services

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

3/4	\$112.50
1	\$150
1 1/2	\$225
2	\$300
Larger than 2	\$150 per inch of tap size

- C. When employees of the Department perform this service for a contractor or developer, the contractor or developer shall be charged \$150 per inch of tap, plus actual costs for labor, equipment, and materials provided in the performance of this service.
- D. The term "actual cost," as used in this section, shall mean all reasonable costs associated with the installation or renewal of the main-to-curb-stop service or fire service, or the tapping of a water main, including but not limited to labor, materials, equipment, road repairs, and curbing repairs.

and,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is published once in the official newspaper of the City of Watertown or printed as the City Manager directs.

Seconded by _____

September 10, 2025

To: The Honorable Mayor and City Council

From: Brian MacCue, Superintendent of Public Works

Subject: Amending the Code of the City of Watertown, Chapter 161: Garbage, Rubbish and Refuse

The City is currently undergoing changes to its refuse and recycling program. The changes are intended to promote increased safety and overall cleanliness in and on properties within Watertown and to create a potential new market for the City.

Council was introduced to these changes during the August 11, 2025, Work Session and offered endorsement of their implementation. The next step in the process would require amending the Code of the City of Watertown Chapter 161, which governs Garbage, Rubbish, and Refuse.

The ordinance attached for City Council's consideration amends the suitable watertight container to an approved watertight trash/garbage can or trash/garbage tote. It also amends the refuse/recycle collection service to include commercial properties (non-residential), at the discretion of the Superintendent of Public Works, based on site location, site access, type, and quantity of refuse.

ORDINANCE

Page 1 of 5

Amending the Code of the City of Watertown,
Chapter 161: Garbage, Rubbish and Refuse

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 of the City of Watertown was presented with recommended changes to the City's Refuse Collection Service during the August 11, 2025 work session, and

WHEREAS City Council supports these recommendations, to include offering the City's Refuse Collection Service to commercial properties (non-residential) based on site location, site access, type and quantity of refuse,

NOW THEREFORE BE IT ORDAINED that §161-1 of Chapter 161: Garbage, Rubbish and Refuse be deleted in its entirety and replaced with the following:

§ 161-1. Rubbish creating nuisance prohibited.

No person shall place or deposit or, as owner, agent or tenant, allow or permit to remain in or upon any land or the surface of the same any rubbish, as defined in §§ 248-1 and 161-1.1, which tends to or does create a nuisance or which tends to or does serve as a breeding place for flies or mosquitoes or as a source of food for rats or which tends to or does increase the fire hazard of neighboring property. Rubbish shall be contained in approved watertight trash/garbage cans or trash/garbage totes for proper disposal pursuant to § 161-1.1.

And,

BE IT FURTHER ORDAINED that §161-1.1 (A) of Chapter 161: Garbage, Rubbish and Refuse be deleted in its entirety and replaced with the following:

§ 161-1.1. Dumping of rubbish prohibited; definition.

- A. No person shall place or deposit or, as owner, agent or tenant, allow or permit to remain in or upon private property or any property of the City of Watertown, particularly the margin between the sidewalk and the street, any rubbish, as set forth herein, except on the day of regularly scheduled trash pickup for that property in an approved watertight trash/garbage cans or trash/garbage totes.

And,

ORDINANCE

Page 2 of 5

Amending the Code of the City of Watertown,
Chapter 161: Garbage, Rubbish and Refuse

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

BE IT FURTHER ORDAINED that the following definition be added to §161-5 of
Chapter 161: Garbage, Rubbish and Refuse:

CONTAINERS - Approved watertight trash/garbage cans or trash/garbage totes

And,

BE IT FURTHER ORDAINED that §161-6 (A), (C), (B) and (D) of Chapter 161:
Garbage, Rubbish and Refuse be deleted in their entirety and replaced with the following:

§ 161-6. Scope of City collection services.

- A. The City shall offer, with City forces, a refuse collection service to all residential properties of the City. This City refuse collection service shall also be offered to commercial properties (non-residential), at the discretion of the Superintendent of Public Works, based on site location, site access, type and quantity of refuse. The requirements of all other sections of this article on preparation and storage of refuse apply to churches and nonprofit fraternal associations as well as to residences.
- B. (Reserved)
- C. Mandatory refuse recycling. Commencing on November 4, 1991, mandatory refuse recycling will be implemented for all City of Watertown residential and approved commercial properties provided with City refuse collection services. The Superintendent of Public Works is authorized to promulgate and enforce such rules and regulations as to ensure compliance with New York State and/or County of Jefferson recycling requirements or such other mandates as imposed by the City Council.
- D. No recycling services will be provided to any City residential and approved commercial properties who does not participate in the City refuse collection services as provided at § 161-22 of this Code.

And,

ORDINANCE

Page 3 of 5

Amending the Code of the City of Watertown,
Chapter 161: Garbage, Rubbish and Refuse

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

BE IT FURTHER ORDAINED that §161-9 of Chapter 161: Garbage, Rubbish and Refuse be deleted in its entirety and replaced with the following:

§ 161-9. Location of containers.

The containers for refuse collection shall be kept in a suitable, regular yard location or interior location on private property by the occupant of the property in a manner which does not constitute an annoyance or nuisance to the public. If in a yard location, the containers shall be kept at ground level at the rear building line of the house or structure. The refuse containers shall be placed at the curbside in front of the property on the appropriate day for the collection of refuse for that section of the City in which the property is located. It shall be the responsibility of the occupant of the property to place the refuse containers at the curbside for collection and to remove said refuse containers from the curbside after collection is completed. After completion of the collection process, the refuse containers shall be returned to the aforementioned rear building line of the house or structure or to the interior location. Those elderly and/or physically disadvantaged who are unable to carry their refuse to the curb may have it removed from them by City crews, and such inability shall be attested to by medical personnel.

And,

BE IT FURTHER ORDAINED that §161-20 (C) of Chapter 161: Garbage, Rubbish and Refuse be deleted in its entirety and replaced with the following:

§ 161-20. Locations where City collection service not provided.

C. Receptacles shall consist of metal or plastic trash/garbage cans or totes and dumpsters.

And,

BE IT FURTHER ORDAINED that §161-22 (A), (B), and (C) of Chapter 161: Garbage, Rubbish and Refuse be deleted in their entirety and replaced with the following:

§ 161-22. City disposal bags and tote service; definitions; requirements; fees; penalties for offenses.

ORDINANCE

Page 4 of 5

Amending the Code of the City of Watertown,
Chapter 161: Garbage, Rubbish and Refuse

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

- A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CITY DISPOSAL STICKER — A sticker available from the City or its agents which shall bear an identification mark established by the City.

CITY REFUSE TOTE – A tote owned and issued by the City of Watertown for lease to residential and approved commercial properties for the deposit and storage of garbage and refuse.

CITY USER — A person who is a legal occupant of a residential or approved commercial property of the City of Watertown and who purchases City disposal stickers or leases a City refuse tote and uses them in accordance with this section.

DISPOSAL BAG — Any plastic bag of less than 33 gallons which bears a City disposal sticker. This shall be the only means by which a City User, not leasing a City refuse tote, can dispose of their garbage and rubbish through the City refuse collection service.

MULTIPLE DWELLING — Such premises as are rented or leased, which are occupied as the residence or home of three or more families, living independently of each other, as further defined by the Multiple Dwelling Law of the State of New York, pursuant to § 4 of that law.

OWNERS OF MULTIPLE DWELLINGS — Such individuals, corporations or other legal entities who or which own residential properties which are defined as multiple dwellings, pursuant to § 4 of the Multiple Dwelling Law of the State of New York.

- B. Established rates. The City will purchase stickers and refuse totes meeting specifications set by the City Council. The price of the sticker and refuse tote to the City users shall be established at least annually by the Watertown City Council through a budget resolution that adopts a City Fees and Charges Schedule. Said schedule shall be available to the public at the office of the Watertown City Clerk.

ORDINANCE

Page 5 of 5

Amending the Code of the City of Watertown,
Chapter 161: Garbage, Rubbish and Refuse

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

C. Preparation and collection of garbage and rubbish.

- (1) City residential and approved commercial properties utilizing the City refuse collection service shall be required to dispose of all garbage and rubbish in the disposal bag which must bear a City disposal sticker or in a leased City refuse tote.
- (2) In the event that a City resident decides to utilize a private garbage and rubbish pickup service, the resident is subject to the below-stated City enforcement collection fees in the event that the private pickup fails to remove the resident's garbage or rubbish and such garbage and rubbish is nonbagged as required by this section.
- (3) Disposal bags cannot exceed 33 gallons. In no instance shall the bags be packed so as to contain more than their intended weight. Collectible material must be properly sealed and presented and set at curbside no sooner than 7:00 p.m. on the day before scheduled collection and not later than 7:00 a.m. the day of scheduled collection. All nonbagged garbage and rubbish will be left and will be subject to prosecution as litter and also subject to a special collection fee as established by the City Council of the City of Watertown at least annually through a budget resolution that adopts a City Fees and Charges Schedule in the amounts available. Such schedule shall be available to the public at the office of the Watertown City Clerk.

And,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

Seconded by _____

Staff Report

September 15, 2025

To: Honorable Mayor and City Council

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

Subject: Supplemental Regulations for Marijuana Dispensaries within the City of Watertown Zoning Ordinance

On September 2, 2025, the City Council repealed, in part, Local Law No. 1 of 2021 which opted out of permitting the licensing and establishment of marijuana dispensaries within the City. Repealing a portion of the Local Law effectively opted the City back in to allow retail marijuana dispensaries, once the NYS Department of State notifies the City that the local law has been filed with the Secretary of State.

When the City Council adopted the City's current Zoning Ordinance on February 21, 2023, the Use Table contained in Article III, identified "Marijuana Dispensaries, Retail" as a potential use, subject to opt-in/opt-out status under the NYS Office of Cannabis Management. As discussed previously with the City Council, the Use Table allows "Marijuana Dispensaries, Retail" in the Commercial District which primarily encompasses Arsenal Street west of the railroad bridge, Western Boulevard, Commerce Park Drive and a small segment of State Street at the east end of the City.

Some uses listed in the Use Table have supplemental regulations associated with them. Supplemental regulations are additional rules governing a particular use to ensure proper oversight and to mitigate potential objectionable impacts associated with them. The Zoning Ordinance identifies these rules in Article VII – Supplemental Regulations.

Currently, the Zoning Ordinance does not contain any supplemental regulations for "Marijuana Dispensaries, Retail." There are New York State laws that govern proximity to schools, houses of worship, and to other dispensaries, as well as other aspects of operation, such as exterior appearance, a prohibition on selling food and beverages, etc.

Staff recommends that the City Council consider adding additional local regulations and/or restrictions, above and beyond New York State law, such as hours of operation, proximity to sensitive sites, security protocols, signage and product display restrictions.

It should be noted that just like the State Liquor Authority supersedes any local laws regarding alcohol, the Office of Cannabis Management has higher regulatory power over dispensaries. The City could enact stricter restrictions than New York State but could not enact more lenient ones.

If the City Council concurs with developing supplemental zoning regulations for marijuana dispensaries, Planning Staff would work with the City's attorneys at Bond, Schoeneck & King, along with the City Planning Commission to advance recommendations for Council consideration.