

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, October 20, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 20, 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

RESOLUTIONS

- Resolution No. 1 - Appointing Jessica Henry to the Transportation Commission
- Resolution No. 2 - Appointing K. Colin Burns to the Board of Assessment
- Resolution No. 3 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown
- Resolution No. 4 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association
- Resolution No. 5 - Approving the Community Development Block Grant (CDBG) Agreement with the Watertown Urban Mission for the 2025 Watertown Urban Mission FoodPantry Project
- Resolution No. 6 - Approving the Community Development Block Grant (CDBG) Agreement with United Way of Northern

New York for the 2025 Watertown City School District
Food 4 Families Program

- Resolution No. 7 - Adopting the Amendment to the Community Development Block Grant (CDBG) 2020 Annual Action Plan
- Resolution No. 8 - Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2025 Homebuyer Program
- Resolution No. 9 - Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer a Winter Crow Roost Dispersal Program
- Resolution No. 10 - Readopting Fiscal Year 2025-26 General Fund Budgets to Eliminate and Add Certain Positions in the Police Department
- Resolution No. 11 - Readopting Fiscal Year 2024-25 General Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets
- Resolution No. 12 - Accepting a Dental and Vision Proposal from Guardian for the 2026-2027 Plan Years
- Resolution No. 13 - Accepting a Proposal from UMR for Third-Party Administrative (TPA) Services of our Medical Plan for the 2026-2028 Plan Years
- Resolution No. 14 - Accepting a Pharmacy Proposal from ProAct for the 2026-2028 Plan Years
- Resolution No. 15 - Accepting an Ancillary Voluntary Coverage Proposal from Guardian

ORDINANCES

- Ordinance No. 1 - Amending the Code of the City of Watertown § 310: Zoning Article III – District Uses, Article VII – Supplemental Regulations and Article XVI – Definitions Regarding Marijuana Dispensaries, Retail

LOCAL LAW

OLD BUSINESS

Tabled Resolution Accepting Bid for Demolition Project – Various Properties
 – Buckley’s Excavating & Landscaping LLC

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – September 2025
2. Sales Tax Revenue – September 2025

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

To discuss the employment history of a particular individual.

ADJOURNMENT

WORK SESSION

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
NOVEMBER 3, 2025.**

October 20, 2025

To: The Honorable Mayor and City Council
From: Eric Wagenaar, City Manager
Subject: Appointing Jessica Henry to the Transportation Commission

There are currently two vacancies on the Transportation Commission.

The City received two applications from residents interested in serving on this board. After following up with both individuals, only Jessica Henry confirmed her continued interest in serving on the Transportation Commission.

Jessica Henry
512 Davidson Street
Watertown NY 13601

Attached for Council's consideration is the appointment of this individual.

RESOLUTION

Page 1 of 1

Appointing Jessica Henry to the
Transportation Commission

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 _____

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby appoints the following individual to the Transportation Commission with a term that expires March 1, 2028.

Jessica Henry
512 Davidson Street
Watertown, NY 13601

Seconded by _____

October 20, 2025

To: The Honorable Mayor and City Council
From: Eric Wagenaar, City Manager
Subject: Appointing K. Colin Burns to the Board of Assessment

There are currently three vacancies on the Board of Assessment.

The City has received an application from a resident interested in serving on this board.

K. Colin Burns
114 Flower Ave. W
Watertown NY 13601

Attached for Council's consideration is the appointment of this individual.

RESOLUTION

Page 1 of 1

Appointing K. Colin Burns to the
Board of Assessment

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 _____

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby appoints the following individual to the Board of Assessment with a term that expires August 30, 2029.

K. Colin Burns
114 Flower Ave. W
Watertown, NY 13601

Seconded by _____

Res No. 3

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown

The City of Watertown and the Figure Skating Club of Watertown have entered into agreements for several years that allow their organization to rent ice time at the Watertown Municipal Arena. The most recent agreement has expired.

At the August 18, 2025, City Council meeting, an agreement between the City and the Watertown Figure Skating Club for rental ice time at the Municipal Arena was presented. However, the resolution was defeated as that time due to concerns expressed by the organization that the Watertown Minor Hockey Association was paying a much lower bulk rate for ice.

Since that time, staff has continued discussions with the Watertown Minor Hockey Association, and the Figure Skating Club has agreed to the attached agreement, which addresses their guaranteed ice time. Their contract does not alter the price they pay, as they continue to be charged the same rates as listed in the City's fee schedule. Beginning next year, staff will rework the ice fee structure to achieve greater parity with the actual cost of ice time and ensure consistency across all user groups.

Attached for City Council review and consideration is a Resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time
at the Watertown Municipal Arena, Figure
Skating Club of Watertown

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 owns and operates a Municipal Arena, and

WHEREAS the City Council of the City of Watertown desires to promote
recreational activities at this community recreational facility, and

WHEREAS the Figure Skating Club of Watertown expressed its desire to enter
into a one-year Agreement for ice time at the Municipal Arena to support their programs, and

WHEREAS an agreement between the City and the Figure Skating Club was
previously presented at the August 18, 2025, City Council meeting but was defeated at that time
due to concerns expressed by the organization regarding the Watertown Minor Hockey
Association's lower bulk rate for ice, and

WHEREAS staff has continued discussions with the Watertown Minor Hockey
Association, and the Figure Skating Club has now agreed to the attached agreement, which
addresses their guaranteed ice time, and

WHEREAS the rates charged under this agreement remain consistent with the
City Council-approved fee schedule for ice rental, and beginning next year, staff will rework the
ice fee structure to achieve greater parity with the actual cost of ice time and ensure consistency
across all user groups,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of
Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the
Watertown Municipal Arena between the City of Watertown and the Figure Skating Club of
Watertown, a copy of which is attached and made a part of this resolution, and

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

Seconded by_____

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement for Rental of Ice Time at the Watertown Municipal Arena Fairgrounds Watertown, New York (the “Agreement”) is being made and shall become effective upon execution, and shall remain in effect for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the “City”) and the Figure Skating Club of Watertown, P. O. Box 411, Watertown, NY 13601 (the “Club”), each a “Party” and collectively the “Parties”.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena (the “Arena”) within the City, and the Arena is a community recreational facility; and

WHEREAS, the City desires to promote recreational activities at the Arena for the valid public purposes of the benefit, recreation, entertainment, amusement, convenience, and welfare of the people of the City of Watertown; and

WHEREAS, in pursuit of those public purposes, the City desires to grant ice time for the 2025-2026 ice season to the Club for the operation, management, and maintenance of a figure skating program for the use of the people in the community wanting to learn and improve figure skating skills; and

WHEREAS, in pursuit of those valid public purposes, the City desires to enter into an Agreement for the bulk rental of ice time.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the Parties hereby agree as follows:

AGREEMENT

SECTION I – TERM

The term of this Agreement shall be from September 15, 2025 (the anticipated first day of operational ice use in the Arena) through April 30, 2026.

SECTION II – PROPERTY

The City agrees to permit the Club to use a part of the Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer’s booth, and changing rooms (the “Premises”). The City grants the Club the right of ingress and egress over municipal property to the extent necessary to operate the figure skating program on the City’s ice sheet.

SECTION III – NONASSIGNABILITY

The City and the Club agree that it is the purpose of this Agreement to permit the use, operation, management, and maintenance of the figure skating program at the Arena by the Club, and that this Agreement may not be assigned by the Club to any other person and/or entity.

SECTION IV – COMPENSATION

It is understood by the Parties that:

A. The Club shall pay \$105.00 per hour for all ice time where there is no admission charge to the public.

B. Payment by the Club must be made by the 1st day of the month for that month's scheduled ice time.

C. As agreed to by the Parties, the Club will use limited ice time in the month of April.

D. The City will allow the Club to provide food during the testing, competition, and shows, for judges and coaches only. Additionally, the Club will be permitted to engage in fundraising activities during testing, competition, and shows. The City-owned concession stand shall be the sole source of food and drink within the Arena, during its normal operating hours.

E. The Club will have use of coach's office rooms #124 and #125 for the term of this Agreement.

F. The Club will have use of the party room for board meetings which are conducted during a time in which the Club has paid for ice time. The Club must call and reserve the party room in advance.

G. The Club will have use of the PA system, 10 tables, and 20 chairs for the season.

SECTION V – ICE TIME

A. The City will provide the Club annual ice time slots that are set aside for the organization each season. These times include:

Day of the Week	Time of Day
Sunday	4:50 p.m. – 6:50 p.m.
Monday	2:45 p.m. - 5:45 p.m.
Wednesday	4:40 p.m. - 7:10 p.m.
Friday	2:45 p.m. - 6:50 p.m.
Saturday	12:10 p.m. - 2:10 p.m.

B. In addition to the times listed above, the City agrees to reserve the following seasonal time slots for the Club, when not reserved for the IHC high school hockey season:

Fall Ice	
Day of the Week	Time of Day
Wednesday	3:00 p.m.- 4:30 p.m.
Spring Ice	
Wednesday	3:00 p.m.- 4:30 p.m.
Thursday	3:00 p.m. - 4:30 p.m.

C. The City, to the best of its ability, will reserve dates and times requested by the Club for their annual competition, clinic, test session, and end of year show/exhibition, that includes a 3-day weekend, a 2-day weekend, and two Saturdays.

Days of the Week	Time of Day
3-day weekend Friday – Sunday	7:00 a.m. – 11:00 p.m. (7:00 a.m. – 5:00 p.m. Sunday)
2-day weekend Saturday – Sunday	9:00 a.m. – 5:00 p.m.
Saturday	8:00 a.m. – 5:00 p.m.

D. In the event ice time is not needed, an advance courtesy call by the Club shall be made with at least 72 hours' notice to the City Parks and Recreation office. Scheduled time missed without notification to the Parks and Recreation office shall not be reimbursed.

E. The Club recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day, and Easter, therefore no ice time will be available, and time missed shall not be reimbursed.

F. The Club agrees to hold the City harmless should the Arena be closed for any unforeseen circumstances such as weather, emergencies, or other items the City has no control over.

G. The Club agrees to give up ice time and allow for annual events such as local high school hockey games, Minor Hockey tournaments, and Semi-Professional or Professional hockey games. The City will make every effort to schedule these events outside the times reserved for the Club. In the event that the Club is directed to give up ice time for a scheduled event, the City will work with the Club to schedule alternative ice time.

SECTION VI – MAINTENANCE

The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

The Club agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Club's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Club shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Club's commencement of any activities on the Premises.

SECTION VIII – HOLD HARMLESS

The Club shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's fees from any and all loss, claims, costs, or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Club's operation, use or occupation of the Premises, or by or resulting from any act or omission of the Club, or any of its officers, agents, employees, guests, patrons, or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting the Club's obligations under this paragraph.

SECTION IX – TERMINATION

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation by the Club of any of the applicable laws and regulations of the City and State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Club's failure to comply with any of the provisions of the Agreement.

SECTION X – NO RECOURSE

The Club acknowledges and agrees that the Premises may be subject to being shut down for any number of reasons and the Club agrees that it shall have no recourse against the City for damages in the event the Premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

A. The City and the Club agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The Parties acknowledge that it is important to the Parties to have a valid agreement in connection with the subject matter. Therefore, the Parties agree that, to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the extent possible, remain in full force and effect for the term or for any extension thereof.

SECTION XIII – ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this Agreement. Each party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both Parties.

SECTION XIV – NOTICE

All notices required to be given under this Agreement, unless otherwise stated herein, shall be in writing and shall be deemed to have been duly given on the date mailed to the following addresses:

The City:

City Manager
245 Washington Street
Watertown, New York 13601

The Club:

Figure Skating Club
P.O. Box 411
Watertown, New York 13601

IN WITNESS WHEREOF, the City and the Figure Skating Club have executed this Agreement through their duly authorized representatives, effective upon signature.

THE CITY OF WATERTOWN, NEW YORK

By: _____

Name: Eric F. Wagenaar

Title: City Manager

FIGURE SKATING CLUB OF WATERTOWN

By: _____

Name: Sarah E. Dowds,

Title: Board President

Res No. 4

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Agreement for Rental of Ice Time at the Watertown
Municipal Arena, Watertown Minor Hockey Association

The City of Watertown and the Watertown Minor Hockey Association have entered into agreements for several years that allow their organization to rent ice time at the Watertown Municipal Arena. The most recent agreement has expired.

A proposed one-year agreement has been drafted. It increases the flat rate to \$59,455 from the previous \$51,700. Any additional time outside of the contracted times will be charged at \$105 per hour.

Since the previous Council meeting on August 18, staff has had extensive communications with the Watertown Hockey Association regarding the need to increase ice rental rates. While the organization acknowledged the discussion, they indicated they were too far committed for this season to make adjustments. Both the City and the Association have negotiated this agreement in good faith.

Staff therefore recommends proceeding with the agreement as presented for the current year, effectively grandfathering the existing hockey rates for one final season. Beginning next year, staff will rework the ice fee structure to achieve greater parity with the actual cost of ice time and ensure consistency across user groups.

Attached for City Council review and consideration is a Resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time
at the Watertown Municipal Arena, Watertown
Minor Hockey Association

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 owns and operates a Municipal Arena, and

WHEREAS the City Council of the City of Watertown desires to promote recreational activities at this community recreational facility, and

WHEREAS the Watertown Minor Hockey Association expressed their desire to enter into a one-year Agreement for ice time at the Municipal Arena to support their programs, and

WHEREAS an agreement between the City and the Watertown Minor Hockey Association was previously presented at the August 18, 2025, City Council meeting but was defeated at that time due to concerns expressed by the Figure Skating Club of Watertown regarding the Watertown Minor Hockey Association's lower bulk rate for ice, and

WHEREAS City staff engaged in extensive discussions with the Watertown Minor Hockey Association regarding the need to increase ice rental rates, but the organization was already too far committed in planning and scheduling for this season to accommodate higher rates, and

WHEREAS both the City and the Watertown Minor Hockey Association entered into this year's Agreement in good faith, and the Council has determined it is appropriate to grandfather the existing hockey rates for one final year, with staff to rework the ice fee structure beginning next year to ensure greater parity with the cost of ice time and consistency across all user groups,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Minor Hockey Association, a copy of which is attached and made a part of this resolution, and

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

Seconded by _____

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement for Rental of Ice Time at the Watertown Municipal Arena Watertown, New York (the “Agreement”) is made and shall become effective upon execution, and shall remain in effect for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the “City”) and the Watertown Minor Hockey Association (the “Hockey Association”), P. O. Box 371, Watertown, NY 13601, each a Party and collectively the “Parties”.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena (the “Arena”) within the City, and the ice arena is a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Arena for the valid public purposes of the benefit, recreation, entertainment, amusement, convenience, and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to grant a bulk ice time agreement for the 2025-2026 ice season to the Hockey Association for the operation, management, and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills; and

WHEREAS, in pursuit of the public purpose the City desires to enter into an Agreement for the bulk rental of ice time.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the Parties hereby agree as follows:

AGREEMENT

SECTION I – TERM

The term of this Agreement shall be from September 15, 2025 through April 30, 2026.

SECTION II – PROPERTY

The City agrees to permit the Hockey Association to use a part of the Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer’s booth, locker rooms, and hockey goals (the “Premises”). The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City’s ice sheet.

SECTION III – NONASSIGNABILITY

The City and Hockey Association agree that it is the purpose of this Agreement to permit the use, operation, management, and maintenance of the Hockey Program at the Arena by the Hockey Association, and that this Agreement may not be assigned by the Hockey Association to any other person and/or entity.

SECTION IV – COMPENSATION

It is understood by the Parties that:

A. The Association shall pay a total sum of **\$59,455.00** for all negotiated ice time. Any additional ice time outside of this contract, excluding tournaments, shall be billed at a rate of **\$105.00 per hour**. Any fees already paid toward the 2025–2026 season shall be applied toward the total sum due under this Agreement.

B. Payment by the Hockey Association must be made by the 1st day of the month for that month's scheduled ice time.

C. The Hockey Association will be the only minor hockey association to have permanent regularly scheduled ice time.

D. The Hockey Association will use limited ice time in the month of April.

E. The Hockey Association will have use of the party room for minor hockey registration, board meetings, and end of the season awards/banquet. The Association will also be permitted to bring in their own food/beverage for these events, limited only to Minor Hockey Members. The Association is responsible for reserving this room through the Parks and Recreation office.

F. The Hockey Association will have use of coach's office room #127, for the duration of this Agreement.

G. The Hockey Association will be permitted to utilize space within the Arena for storage of hockey-related equipment during the hockey season, for the duration of this Agreement. Property stored on City property must be insured and proof of property coverage must be submitted to the City annually. The City will not be responsible for holding insurance coverage on the Hockey Association's equipment. The City shall not be responsible for any damage to, loss, or theft of any hockey-related equipment stored on City property and the Hockey Association agrees to hold the City harmless.

SECTION V – ICE TIME

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:00 a.m. - 1:05 p.m. 3:10 p.m. – 4:40 p.m.
Monday	6:00 p.m. - 8:30 p.m.
Tuesday	4:40 p.m. - 7:25 p.m. 9:00 p.m. - 10:00 p.m.
Wednesday	7:20 p.m. - 8:30 p.m.
Thursday	5:00 p.m. - 7:10 p.m.
Saturday	7:00 a.m. - 12:00 p.m. 4:00 p.m. - 6:50 p.m.

B. In addition to the time listed above, the City will set aside additional times requested by the Hockey Association that include:

Day of the Week	Time of Day
Columbus Day	7:00 a.m. – 9:50 a.m.
Veterans' Day	7:00 a.m. – 9:50 a.m.
Wednesday before Thanksgiving	7:00 a.m. – 9:50 a.m.
Friday after Thanksgiving	7:00 a.m. – 9:50 a.m.
Christmas School vacation	7:00 a.m. – 9:50 a.m.
Martin Luther King Day	7:00 a.m. – 9:50 a.m.
Winter School vacation	8:30 a.m. – 9:50 a.m.

C. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours' notice to the City's Parks and Recreation office.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day and Easter, therefore no ice time will be available.

E. The Hockey Association agrees to give up practice ice time and allow for annual events such as local high school hockey games; Watertown Figure Skating Club's annual testing session, exhibition and show; Fort Drum Army Hockey; JCC hockey games; and any Semi-professional or Professional hockey games. No monetary reimbursement will be given to the Hockey Association for this lost time.

F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Hockey Association will use their own scheduled ice time first before canceling another group's time.

G. The City acknowledges that tournaments on Friday's will require ice from 5:00 p.m.-9:00 p.m. and that all weekend tournaments may need the City's public skate timeslots. All efforts will be made by the Hockey Association to do its best to work around the City's public skate slots.

H. The Hockey Association is permitted to host other area youth hockey associations during their scheduled ice times, provided that the visiting association(s) is/are named on the certificate of liability insurance.

I. The ice time allocated to the Hockey Association under this agreement is intended solely for use by the Association and its USA Hockey affiliates. Contracted ice may not be sublet or reassigned. Any unused ice time must be returned in accordance with Section V, Paragraph C.

J. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies, or other items the City has no control over.

SECTION VI – MAINTENANCE

The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Hockey Association's commencement of any activities on the Premises.

SECTION VIII – HOLD HARMLESS

The Hockey Association shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's fees, from any and all loss, claims, costs, or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Hockey Association's operation, use, or occupation of the Premises, or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons, or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

SECTION IX – TERMINATION

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation of the Hockey Association of any of the applicable laws and regulations of the City and/or the State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the Agreement.

SECTION X – NO RECOURSE

The Hockey Association acknowledges and agrees that the Premises may be subject to being shut down for any number of reasons and the Hockey Association agrees that it shall have no recourse against the City for damages in the event that the Premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the Parties to have a valid agreement in connection with the subject matter. Therefore, the Parties agree that, to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the extent possible, remain in full force and effect for the term or for any extension thereof.

SECTION XIII ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, which are not set forth in this Agreement. Each party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed. If sent by certified mail, return receipt requested to:

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

Hockey Association:
Watertown Minor Hockey Association
P.O. Box 371
Watertown, New York 13601

IN WITNESS WHEREOF, the City and the Hockey Association have executed this Agreement through their duly authorized representatives, effective upon signature.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Name: Eric F. Wagenaar
Title: City Manager

WATERTOWN HOCKEY ASSOCIATION

By: _____
Name: Ginger Sherill
Tile: WHA Board President

To: The Honorable Mayor and City Council

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

Subject: Approving the Community Development Block Grant (CDBG)
Agreement with the Watertown Urban Mission for the 2025 Watertown
Urban Mission Food Pantry Project

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on July 7, 2025, included \$8,000 to pay for food and associated supplies in support of the Watertown Urban Mission (WUM) Food Pantry Project. The food will be made available to low- and moderate-income families within the City of Watertown.

An agreement between the City of Watertown and WUM for the grant has been drafted and is attached. The WUM will receive the funds and purchase food for the program, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Agreement With the Watertown Urban Mission for the 2025 Watertown Urban Mission Food Pantry Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Annual Action Plan for program year 2025 includes support for the Watertown Urban Mission Food Pantry Project, and

WHEREAS the Action Plan identifies the Watertown Urban Mission Food Pantry activity to be \$8,000 in funding for food and associated supplies, and

WHEREAS a Grant Agreement between the City of Watertown and the Watertown Urban Mission for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with Watertown Urban Mission for the Watertown Urban Mission Food Pantry Project, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to the Watertown Urban Mission for the Food Pantry Project.

Seconded by

GRANT AGREEMENT

This Grant Agreement (“***Grant Agreement***”) is made this ____ day of _____, 2025, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the “***Grantor***”), and the **WATERTOWN URBAN MISSION**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the “***Grantee***”).

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Federal Award Agreement between the Grantor and HUD for Grant Number B-25-MC-36-0121 dated September 16, 2025.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Eight Thousand Dollars and 00/100 (\$8,000.00) Dollars (hereinafter referred to as the “***Grant Funds***”) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies (“***Grant Purposes***”) incurred by the Grantee in support of the Watertown Urban Mission Food Pantry (the “***Project***”). The Grantor agrees, upon submission of beneficiary information and proof of eligible expenses by the Grantee, to disburse Program funds to the Grantee up to the maximum amount of the grant. Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with complete financial reporting regarding the use of the Grant Funds after they have been spent, including proof of eligible expenses by the Grantee. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project,

including but not limited to the race/ethnicity of the persons assisted, income level of the persons assisted, and a description of assistance provided.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown Urban Mission Food Pantry which will be made available as defined by HUD.

Grantee agrees that the activities performed using grant funds will serve at least 51 percent low-and moderate-income persons, as evidenced by documentation and data concerning beneficiary family size and income, or serve a group primarily presumed to be to low-and moderate-income persons.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food and associated supplies.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each

party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

WATERTOWN URBAN MISSION, a 501 (c)(3)
Not-For-Profit Organization

By: Cherelyn VanBrocklin
Its: Executive Director

CITY OF WATERTOWN

By: Eric Wagenaar
Its: City Manager

To: The Honorable Mayor and City Council

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

Subject: Approving the Community Development Block Grant (CDBG)
Agreement with United Way of Northern New York for the 2025
Watertown City School District Food 4 Families Program

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on July 7, 2025, included \$8,000 to pay for food and associated supplies in support of the Food 4 Families Program in the Watertown City School District. The food will be made available to low- and moderate-income families with children attending schools within the district.

An agreement between the City of Watertown and United Way of Northern New York, Inc. for the grant has been drafted and is attached. United Way will receive the funds and purchase food for the program from the Central New York Food Bank, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Agreement with United Way of Northern New York for the 2025 Watertown City School District Food 4 Families 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’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2025 includes support for the Food 4 Families Program in the Watertown City School District, and

WHEREAS the Annual Action Plan identifies the Food 4 Families activity to be \$8,000 in funding for food and associated supplies, and

WHEREAS the recipient of funds for the Food 4 Families Program will be the United Way of Northern New York, Inc., and

WHEREAS a Grant Agreement between the City of Watertown and United Way of Northern New York, Inc. for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, Inc., for the Watertown City School District Food 4 Families Program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to United Way of Northern New York, Inc. for the 2025 Food 4 Families Program.

Seconded by _____

GRANT AGREEMENT

This Grant Agreement (***"Grant Agreement"***) is made this ____ day of _____, 2025, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the ***"Grantor"***), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the ***"Grantee"***).

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Federal Award Agreement between the Grantor and HUD for Grant Number B-25-MC-36-0121 dated September 16, 2025.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Eight Thousand Dollars and 00/100 (\$8,000.00) Dollars (hereinafter referred to as the ***"Grant Funds"***) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies (***"Grant Purposes"***) incurred by the Grantee in support of the Watertown City School District Food 4 Families Program (the ***"Project"***). The Grantor agrees, upon submission of beneficiary information and proof of eligible expenses by the Grantee, to disburse Program funds to the Grantee up to the maximum amount of the grant. Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with complete financial reporting regarding the use of the Grant Funds after they have been spent, including proof of eligible expenses by the Grantee.

Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to the race/ethnicity of the persons assisted, income level of the persons assisted, and a description of assistance provided.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Food 4 Families Program which will be made available as defined by HUD.

Grantee agrees that the activities performed using grant funds will serve at least 51 percent low-and moderate-income persons, as evidenced by documentation and data concerning beneficiary family size and income, or serve a group primarily presumed to be to low-and moderate-income persons.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food and associated supplies.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered

to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a
501 (c)(3) Not-For-Profit Organization

By: Dawn Cole
Its: CEO

CITY OF WATERTOWN

By: Eric Wagenaar
Its: City Manager

October 20, 2025

To: The Honorable Mayor and City Council

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

Subject: Adopting the Amendment to the Community Development Block Grant (CDBG) 2020 Annual Action Plan

On May 4, 2020, the City Council adopted the City's 2020 Community Development Block Grant (CDBG) Annual Action Plan. The plan included various projects for the 2020-2021 Program Year. Three of the projects came in under budget: the North Side ADA Ramp Replacement Project Phase 2, Target Area Smoke Detector Program and the Tilden Street/Starbuck Avenue Sidewalk Project.

In addition, Staff proposes to eliminate the NDC Housing Stabilization Program. Funding for this project was originally included in the 2020 plan to assist with the redevelopment of a vacant city owned residential structure. The structure has since been torn down so the funding can be reallocated.

Staff proposes to reallocate funding from the NDC project, as well as the remaining funding from the three projects that came in under budget, to the Burlington Street Reconstruction Project. The total amount proposed to be allocated to Burlington Street is \$78,217.40.

At the September 2, 2025, meeting, the City Council reviewed the proposed modifications to the 2020 Annual Action Plan and concurred with the changes. The City Council also held a public hearing on the proposed amendment at its October 6, 2025, meeting.

In addition to the public hearing, Staff published a legal notice in the *Watertown Daily Times* advertising a 30-day public comment period that took place between September 3, 2025, and October 3, 2025.

The draft amendment has also been available for review at City Hall in the Planning and Community Development Department and City Clerk's Office, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority and on our website at <https://www.watertown-ny.gov/CDBGPublicCommentOpportunities>.

The City did not receive any comments during the public hearing or the public comment period.

The list of projects below displays the original and revised budgets for all projects funded by the 2020 Annual Action Plan:

<u>Project</u>	<u>Original Budget</u>	<u>Amendment</u>
Point-in-Time Outreach and Education Initiative 2020	\$ 8,500.00	\$ 8,500.00
North Side ADA Ramp Replacement Project Phase 2	\$ 100,000.00	\$ 86,218.28
Target Area Smoke Detector Program	\$ 5,000.00	\$ 4,995.06
Owner-Occupied Rehabilitation 2020	\$ 215,000.00	\$ 215,000.00
Homebuyer Program 2020	\$ 150,000.00	\$ 150,000.00
Tilden St./Starbuck Ave. Sidewalk Project	\$ 250,000.00	\$ 212,569.26
Fair Housing Education	\$ 5,000.00	\$ 5,000.00
WCSD Food 4 Families 2020	\$ 6,500.00	\$ 6,500.00
Planning - Zoning Ordinance Update Phase 2	\$ 75,000.00	\$ 93,000.00
Program Administration*	\$ 60,652.00	\$ 67,577.54 *
NDC Housing Stabilization Program	\$ 45,000.00	\$ -
Burlington Street Reconstruction Project	\$ -	\$ 78,217.40
Total	\$ 920,652.00	\$ 927,577.54 *

*Includes the addition of \$6,925.54 in Program Income

Attached is a copy of the final version of the amendment. In order to finalize the amendment, the City Council should consider the attached resolution. The resolution adopts the amendment to the City of Watertown's CDBG Program Annual Action Plan for Program Year 2020 and authorizes its submission to HUD.

RESOLUTION

Page 1 of 1

Adopting the Amendment to the Community
Development Block Grant (CDBG) 2020
Annual Action Plan

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on May 4, 2020, the City Council adopted a resolution approving the City's Annual Action Plan for Program Year 2020 for its Community Development Block Grant (CDBG) Program, and

WHEREAS the approved plan included various projects including an owner-occupied housing rehabilitation program, a homebuyer program, a sidewalk project, ADA ramp replacement project, a smoke detector program, a point-in-time outreach and education initiative, a Zoning Ordinance update, Housing stabilization program, food for families, and planning administration, and

WHEREAS three of the projects came in under budget and one is proposed for elimination, necessitating an amendment to the plan to reflect the various adjustments, and

WHEREAS, the City will use the reprogrammed money to add one new project to the plan, the Burlington Street Reconstruction Project, which will supplement Entitlement funds programmed for that project in the City's 2023 Annual Action Plan, and

WHEREAS Staff conducted outreach efforts with local constituency groups and the City Council held a public hearing on October 6, 2025, to solicit public comments regarding the proposed amendment, and

WHEREAS the draft amendment to the 2020 Annual Action Plan was completed and published on September 3, 2025, and was made available to the public for review and placed in various offices at City Hall, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority offices and on the City's website, and

WHEREAS a 30-day public comment period for the draft amendment to the 2020 Annual Action Plan was held between September 3, 2025, and October 3, 2025, after a notice of the comment period was published in the *Watertown Daily Times*,

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the Amendment to the City of Watertown's CDBG Program Annual Action Plan for Program Year 2020, a copy of which is attached and made part of this resolution and authorizes the submission of the amendment to the United States Department of Housing and Urban Development.

Seconded by _____



**AMENDMENT
TO THE CITY OF WATERTOWN'S
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2020 ANNUAL ACTION PLAN
DRAFT – SEPTEMBER 3, 2025**

On May 4, 2020, the City Council of the City of Watertown adopted the City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2020. The plan included various projects for the 2020-2021 Fiscal Year, several of which this amendment will modify, either in scope or in budget or both.

The City Council previously amended the PY 2020 Annual Action Plan twice. Due to the response to the ongoing COVID-19 public health crisis, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The first amendment was adopted on August 17, 2020 and the second amendment was adopted on June 21, 2021.

The list of projects and their originally approved budget amounts are listed below:

Proposed Project	Approved Budget
Point-in-Time Outreach and Education Initiative 2020	\$ 8,500.00
North Side ADA Ramp Replacement Project Phase 2	\$ 100,000.00
Target Area Smoke Detector Program	\$ 5,000.00
Owner-Occupied Rehabilitation 2020	\$ 215,000.00
Homebuyer Program 2020	\$ 150,000.00
Tilden St./Starbuck Ave. Sidewalk Project	\$ 250,000.00
Fair Housing Education 2020	\$ 5,000.00
WCSD Food 4 Families 2020	\$ 6,500.00
Planning - Zoning Ordinance Update Phase 2	\$ 75,000.00
Program Administration	\$ 60,652.00
NDC Housing Stabilization Program	\$ 45,000.00
Total	\$920,652.00

This amendment changes the budget for several of the above-identified projects. CDBG regulations and the City's Citizen Participation Plan allow some flexibility for changes in project costs as the City implements the various programs and projects. The City may increase or decrease individual budget line items by up to 25 percent without amending the Annual Action Plan. However, in the case of the NDC Housing Stabilization Program, the actual cost was a 100 percent decrease from the originally budgeted amount, as this amendment eliminates the project and redistributes that funding to other projects. This decrease and increase in the budget line items and new projects necessitates an amendment.

The other projects with changes to their budgets, the Smoke Detector Program, Tilden St./Starbuck Ave. Sidewalk Project and Northside ADA Ramp Phase 2 Project will all change by less than 25 percent. The four projects collectively finished \$78,217.40 under budget. This amendment reallocates the surplus to supplement the Burlington Street Reconstruction Project.

Below is the revised CDBG Program Year 2020 Annual Action Plan budget, following all approved revisions:

Proposed Project	Amended Budget
Point-in-Time Outreach and Education Initiative 2020	\$ 8,500.00
North Side ADA Ramp Replacement Project Phase 2	\$ 86,218.28
Target Area Smoke Detector Program	\$ 4,995.06
Owner-Occupied Rehabilitation 2020	\$ 215,000.00
Homebuyer Program 2020	\$ 150,000.00
Tilden St./Starbuck Ave. Sidewalk Project	\$ 212,569.26
Fair Housing Education	\$ 5,000.00
WCSD Food 4 Families 2020	\$ 6,500.00
Planning - Zoning Ordinance Update Phase 2	\$ 93,000.00
Program Administration*	\$ 67,577.54 *
Burlington Street Reconstruction Project	\$ 78,217.40
Total	\$ 927,577.54 *

*Includes the addition of \$6,925.54 in Program Income.

The following is a description for the above identified new project:

Burlington Street Reconstruction Project:

The Burlington Street Reconstruction Project is a street reconstruction project that is in the 2023 Annual Action Plan and the \$78,217,40 programmed in this amendment supplements the \$275,000 budgeted in the 2023 AAP. This project consists of hiring a contractor to complete a full reconstruction of Burlington Street. Improvements will include sidewalk replacement, constructing new sidewalks where walks do not exist currently, ADA ramp replacement, curbing replacement, new pavement, and replacement of various utilities (water, sanitary sewer, storm sewer), as well as green infrastructure and tree planting where possible.

The City estimates that 153 low to moderate-income (LMI) families will benefit from the proposed project based on the estimated number of families in the Block Group and the LMI percentage for the Block Group that the project covers. Since 2021 ACS data on total families in a geography is only available at the Census Tract level, the City divided the number of families evenly across the three Block Groups in Census Tract 613 in the City's Northeast CDBG Target Area when estimating the number of families.

Citizen Participation

The City's Community Development Block Grant Program has an adopted Citizen Participation Plan that outlines various steps that the City must take in order to engage the public in the development of our Annual Action Plans and any amendments to them. While developing this amendment to the City's Program Year 2020 Annual Action Plan, the City Council scheduled a public hearing on the proposed amendment for Monday, October 6, 2025 at 7:15 p.m. in the City Council Chamber of City Hall. On September 3, 2025, the City advertised in the *Watertown Daily Times* to notify the public of the public hearing date and time and to announce the start of a 30-day public comment period that will last from September 3, 2025 to October 3, 2025. The City also conducted outreach to several agencies and businesses by email notifying them of the proposed changes and made the proposed amendment available for review at City Hall in the Planning and Community Development Department, the City Clerk's Office and at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority and on our website at www.watertown-ny.gov.

October 20, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2025 Homebuyer Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2025 that was adopted by the City Council on July 7, 2025, included \$215,000 for a homebuyer program. The program will assist income eligible homebuyers in paying for the purchase and rehabilitation of approximately five (5) homes in the City. Financial assistance will be available to help low- and moderate-income individuals pay for closing costs as well as minor home improvements in 1 to 4-unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2025 Homebuyer Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low- and moderate-income persons. Approximately 5.8 percent of the total grant or \$12,500 is budgeted for administration and program delivery, while the remainder of the budget will be used for required environmental testing and to assist first time homebuyers with the purchase and minor rehabilitation of homes.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2025 Homebuyer 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’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2025 includes a Homebuyer Program that allocates funding for the purchase and rehabilitation of approximately five (5) housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Homebuyer Program to consist of \$215,000 in funding for the purchase, rehabilitation, administration, and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2025 Homebuyer Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, is hereby authorized and directed to sign the Sub-Recipient Agreement on behalf of the City Council for the 2025 Homebuyer Program.

Seconded by _____

**SUB-RECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2025 HOMEBUYER PROGRAM**

THIS AGREEMENT entered this _____ day of _____, 2025 by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Sub-recipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds,

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient is responsible for delivering the Grantee’s 2025 Community Development Block Grant Homebuyer Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient’s efforts under this Agreement will be the closing of at least five (5) income eligible homebuyer housing units. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

1. Homebuyer program guidelines, administrative procedures, plans and forms:

The Sub-recipient will administer the program using the Homebuyer Program Guidelines established by the Grantee, including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies, as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up and contractor

selection, construction administration and payments). The Sub-recipient will establish other necessary forms, documents, or sample contracts for administration of the program, subject to approval by the Grantee.

2. **Outreach:** The Sub-recipient will conduct sufficient advertising of the homebuyer program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Sub-recipient will assist potential property owners in the completion of applications to permit eligibility determinations for homebuyer assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income, when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Sub-recipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Sub-recipient is responsible for providing accurate and complete documentation. The Sub-recipient shall not authorize the start of any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.
6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for

addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

7. **Asbestos:** For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the mortgage financing or financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient and signed by the property owner prior to final payment to the contractor.
11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.

12. Maintenance of case files and other records: For each applicant, the Sub-recipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the purchase of homes that are occupied by low- or moderate-income households.

The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of homebuyer financing and all activity delivery expenses will directly benefit low- or moderate-income persons.

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to the closing of at least five (5) income eligible homebuyer housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Homebuyer Program will be carried out by the following staff positions that will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

Staff Member Title	General Program Duties
Executive Director	Overall administration of the Program activities; General program oversight and administration;
Housing Program Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; assist with securing bank financing, maintain all program records and required grant documentation; ensure compliance upon completion
Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Sub-recipient shall start on October 7, 2025, and end on June 30, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described homebuyer tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	April 2026
50% of Funds Expended	October 2026
100% of Funds Expended	April 2027
Project Closeout	June 2027

III. BUDGET

A. Line-Item Budget

The following is the budget for the homebuyer program to be administered by the Sub-recipient.

Homebuyer loans	\$ 190,000.00
Environmental Testing Fees	\$ 12,500.00
Administration and Program Delivery	\$ 12,500.00
TOTAL	\$ 215,000.00

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$215,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Sub-recipient's staff and property owner.

*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line-item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Eric Wagenaar, City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7741
Fax: (315) 782-9014

Sub-recipient

Reginald J. Schweitzer, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days' notice, by the insurer, of any intent to cancel or discontinue the Sub-recipient's coverage.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 and 200.447, Bonding requirements and Insurance and indemnification.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken.
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- c. Records required to determine the eligibility of activities.
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of

service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The Sub-recipient will not use any program income. All program income will be returned to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee

ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all

other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either

for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, and 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when

dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Eric Wagenaar, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

October 20, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer a Winter Crow Roost Dispersal Program

As the City Council is aware, the City contracts with Loomacres Wildlife Management to conduct crow harassment activities with the goal of dispersing nuisance crow flocks within the City during the winter months. The City's last contract with Loomacres expired in the spring. The three previous contracts all covered three-year periods and were for ten nights of crow harassment each winter. The two most recent contracts, at the City Council's request, included options for additional nights each winter at the City's discretion.

Staff recently requested that Loomacres submit a proposal for ten nights of crow harassment each winter through March 2028. Loomacres submitted a draft contract quoting the following yearly costs, with the rate for additional nights in parentheses:

2025-26:	\$6,688.43	(\$672.56 per additional night)
2026-27 (option):	\$6,889.08	(\$692.74 per additional night)
2027-28 (option):	\$7,095.75	(\$713.52 per additional night)

The \$6,688.43 for this winter represents a 3 percent increase over the 2024-25 winter, which was the last season under the City's previous three-year contract with Loomacres. This increase is typical and is primarily due to vehicle operating costs (current and anticipated). The second and third year options carry similar increases.

Since this is a three-year contract, with options for years two and three, the Resolution approving the contract stipulates that the second and third years are subject to future budget appropriations in those Fiscal Years.

Loomacres will use crow harassment methods similar to previous years and will include non-lethal techniques, such as the use of spotlights, specialized remote-controlled aircraft, playing distress calls, firing pyrotechnics, using handheld lasers and paintball markers. Loomacres may also employ lethal methods on a limited basis to reinforce the non-lethal strategies.

A copy of the contract between the City and Loomacres Wildlife Management is attached for City Council's review.

RESOLUTION

Page 1 of 1

Approving the Agreement Between the
City of Watertown and Loomacres Wildlife
Management to Establish and Administer
A Winter Crow Roost Dispersal 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 desires to work with Loomacres Wildlife Management regarding professional services to help alleviate the nuisance of crows within the City and to administer a crow roost dispersal program, and

WHEREAS the City of Watertown has an urban crow roost that is a threat to human health and safety, causes damage to buildings and cars, and results in associated cleanup costs, and

WHEREAS Loomacres Wildlife Management uses multiple hazing methods, including distress calls, pyrotechnics, remote-controlled aircraft, and lasers with the objective of reducing winter crow roosts, and

WHEREAS Loomacres may also employ lethal methods on a limited basis to reinforce the non-lethal techniques, and

WHEREAS by using these strategies, the crows should relocate to an alternative, more suitable roosting site, reducing local conflicts associated with an urban crow roost,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement prepared by Loomacres Wildlife Management to establish and administer a crow roost dispersal program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the options for years two and three of this three-year agreement are subject to future budget appropriations in Fiscal Year 2026 and Fiscal Year 2027, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager to execute the Agreement on behalf of the City of Watertown.

Seconded by _____



"Bringing wildlife management to a higher level"™

*Proposal to Provide
Wildlife Hazard Management Services
for
The City of Watertown*

.....

*- P r o f e s s i o n a l - R e l i a b l e - E t h i c a l -
Offices Nationwide*

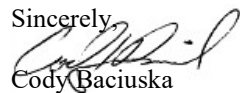
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Since 2005 Loomacres Wildlife Management's primary mission has been to provide airports and municipalities with the highest quality of wildlife management consulting available and we appreciate the opportunity to do the same for your City. Loomacres Inc. was created by Wildlife Biologists and thus focuses solely on Wildlife Damage Management. Our team has more FAA Qualified Biologists on staff than any other team in the country thus we are able to provide all services in house and at a lower cost than that of our competitors. Our biologists are able to immediately react to any unforeseen wildlife hazards with success. We understand the needs of city managers to provide a safe environment for residents and businesses as well as understand the requirements that animals need. Often these problems collide creating an unsafe environment for people and wildlife. Our employees utilize their extensive experience and training in order to provide the utmost quality in wildlife management. They use innovative, sound, and ethical practices to help alleviate the risk to human health and safety.

Wildlife species are attracted to an area depending on several circumstances. Some of these include the availability of food, water and cover or more geographically significant features such as large bodies of water, mountain ranges or migratory routes. Each of these factors will have an effect on the type of species, their numbers and the time of year that they occur in your location. Being able to identify these conditions and the species associated with them is just the first step in our multilevel approach to wildlife management. Loomacres takes a multifaceted approach to wildlife management often referred to as Integrated Wildlife Management. Loomacres combines both active and passive management techniques. Through passive and active management, data collection, onsite observations, and other sources of information and with the cooperation of municipal staff; Loomacres will work to mitigate wildlife hazards. Our company has experience conducting Wildlife Hazard Management Services for airfields, parks, landfills and other urban areas both large and small throughout the US and internationally.

Through regular communication, monthly reports and quarterly meetings with management staff, Loomacres will be able to keep all informed of the success of the project and will be able to address any issues, concerns or updates. Further information regarding our company and our qualifications can be found in the following document. We at Loomacres Wildlife Management thank you for the opportunity to submit our qualifications.

Sincerely,

Cody Baciuska
Airport Wildlife Biologist
Vice-President

LOOMACRES EXPERIENCE:

Loomacres Wildlife Management was the first private company to be approved by the FAA to perform Wildlife Hazard Management services on airports. Since 2005, Loomacres Wildlife Management's primary mission has been to provide airports and municipalities with the highest quality of wildlife management consulting available. Loomacres Inc. was created by Airport Wildlife Biologists and thus focuses solely on Airport Wildlife Hazard Management.

-List of clients that Loomacres Inc. has provided Wildlife Management Services, Consulting and/or Training;

Tulsa International, Bartlesville Municipal, Stillwater Regional, Ponca City Regional, Lawton-Fort Sill Regional Airport, Enid-Woodring Regional Airport, Wiley Post Airport, Fairchild Airforce Base, Cannon Airforce Base, JFK International, Stewart International, LaGuardia International, Charlotte-Douglass International, Buffalo International, Niagara Falls International, Mahlon-Sweet Field Eugene, North Platte Regional Airport-Lee Bird Field, Nashville International, McGhee Tyson International, Chennault International, Newport Airport, Canyonlands Airport, Joslin Field-Magic Valley Regional, Hagerstown Airport, Trenton Mercer Municipal, Raleigh County Memorial Airport, North Central West Virginia, Mid-Ohio Valley Regional, Salisbury-Ocean City Wicomico Regional, Delaware River and Bay Authority, Shenandoah Valley Regional, Columbia Metropolitan Airport, Anniston Metropolitan, Huntsville International, Little Rock International, Gulfport-Biloxi, Havre Municipal, Riverton Regional, Rogers Municipal, Mena Intermountain, Teterboro International, Middle Georgia Regional, Republic, Saranac Lake Regional, Hancock County Bar Harbor, Sullivan County Municipal, Princess Juliana International Airport-St. Maarten, Jamestown International, Poconos Regional, Plattsburgh International, Massena International, Ogdensburg International, Binghamton Regional, Elmira-Corning Regional, Ithaca-Tompkins Regional, Warren T. Eaton, Palm Beach County, Lantana, Lebanon Regional, Manchester-Boston International, South Lafouche Airport, Houma Terrebonne Airport, Hammond Northshore Regional Airport, Searcy Municipal, Stuttgart Municipal, Russellville Municipal, Guntersville Airport, Fort Worth-Meacham, Cleveland Municipal, Temple Airport, Northwest Alabama Airport, Syracuse International, Northwest Arkansas Regional Airport, Greenville-Spartanburg International Airport, Fayetteville-Drake Field Airport, Fort Smith Regional Airport, Owensboro-Daviess County Regional Airport, Fredericksburg Municipal, Bloomsburg Municipal, Montgomery County Airpark, Dallas Love Field, Columbia Regional Airport, East Texas Regional Airport, Johnstown-Cambria County, Altoona Blair County, Erie International, Bradford Regional, and many more.

WILDLIFE HAZARD ASSESSMENT EXPERIENCE:

Loomacres' staff have experience conducting over 75 wildlife hazard assessments throughout the US and worldwide. Our projects assess the wildlife threats to people and property. This includes providing airport wildlife mitigation services to private, general aviation, municipal, regional, international airfields and DOD installations, landfills, large corporations and municipalities. In addition to information gathered through onsite visits, surveys, personnel interviews and existing records, Loomacres reviews all historical operations, data, published research, area breeding bird survey and similar biological survey data, and other relevant documentation. This ensures accurate and site-specific recommendations are included in our hazard assessment reports. We also reach out to all federal, state, tribal, and local agencies that may have a role or effect on the wildlife populations and movement in the vicinity of the site. We ensure that our recommendations are in compliance with federal and state environmental laws including, but not limited to; the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Act, Federal Insecticide Fungicide and Rodenticide Act, National Environmental Policy Act, Clean Water Act, and the SIKES Act.

We often find that our clients are able to implement many of the habitat and procedural changes recommended in our wildlife hazard assessments on their property with ease. However, the hazards that occur offsite are often much more difficult to address. When this happens, we are often relied upon to identify and coordinate with offsite property owners and stake holders to reduce the hazard of a particular location or prevent the introduction of new hazards. We have had success eliminating or reducing the encroachment of hazardous land uses around airfields for both military and civilian clients. We have successfully worked with federal agencies such as the ACE, USDA, and USFWS, State fish and game agencies and local municipalities to implement zoning regulations and policies that restrict hazardous land use policies.

Following the completion of our projects, whether the project is a one-week site assessment or a year-long hazard assessment, we are often required to brief managerial staff or high-ranking military officials. Most often, the focus of the meetings pertains to the results of our wildlife hazard risk assessment and the recommended strategies to reduce any risks.

The following is a list of just some of the Airfields that we have conducted Wildlife Hazard Assessments projects for during the last 5 years that **have been FAA Approved**. These include both 139 certificated airports as well as GA airports. Additionally, all these projects included either the development or updating of the airport's Wildlife Hazard Management Plan/BASH Plan.

Charlotte-Douglass International, NC
Tulsa International Airport, OK
Buffalo International Airport, NY
Nashville International Airport, TN
Little Rock National, AR
Owensboro-Daviess County, KY
Chennault International, LA
Republic Airport, NY
Hancock County Bar Harbor, ME
Sullivan County Airport, NY
Altoona-Blair County, PA
Ithaca-Tompkins Regional, NY
Niagara Falls International, NY
Lebanon Municipal, NH
Syracuse-Hancock, NY
Greenville-Spartanburg International, SC
Northwest Arkansas Regional, AR
Saranac Lake Regional, NY
Ogdensburg International, NY
Watertown International, NY
Fort Smith Regional, AR

North Central West Virginia Regional, WV
Mid-Ohio Valley Regional, WV
East Texas Regional, TX
Plattsburgh International, NY
Columbia Regional, MO
Houghton County Municipal, MI
McGhee Tyson Knoxville, TN
Huntsville International Airport, AL
North County Airport (F45), FL
Lantana Airport (LNA), FL
Fayetteville Executive Airport, AR
Enid-Woodring, OK
Tunica Municipal, MS
Fort Worth Meacham, TX
Raleigh County Memorial Airport, WV
Trenton Municipal, NJ
Mahlon Sweet Field-Eugene, OR
Havre Municipal, MT
Riverton Regional Airport, WY
Rogers Municipal Airport, AR
Newport Airport, OR

We are currently completing the following Wildlife Hazard Assessments:

Buffalo-Niagara International Airport, Buffalo NY
FLP Airport, Flippin AL
Phoenix Sky Harbor, Phoenix AZ
MHV Airport, Mojave CA

WILDLIFE HAZARD MANAGEMENT PLAN EXPERIENCE:

Nearly all of the airfields for which we conducted Wildlife Hazard Assessments have had Loomacres complete Wildlife Hazard Management Plans. We have created or updated WHMPs for Commercial, General Aviation, and DOD airfields. All of our plans have been developed in accordance with relevant FAA/ICAO/DOD regulations and guidance. It is important to note that all of the plans we have developed have been accepted or approved by both the client and the agency overseeing the plan.

We take pride on our ability to develop a plan that not only meets current regulations but to develop a plan that is unique to the airport's specific conditions and resources. We feel the best plans are ones that our straightforward and will be easy to implement. We work with the airport to ensure that the goals and procedures that are outlined in the plan can be carried out with the resources and personnel that are available.

TRAINING EXPERIENCE:

Loomacres prides itself on its ability to train wildlife management personnel, airport personnel and consultants in the industry. In addition to conducting training for military and civilian personnel, Loomacres is currently the only private company provider of Wildlife Hazard Management Training that is acceptable to the FAA administrator for the training of biologists who wish to conduct Wildlife Hazard Assessments as per AC 150/5200-36A.

Furthermore, Loomacres offers an array of training courses including live fire pyrotechnics training, NRA certified firearms training, and BAM/AHAS training. Loomacres staff trains over 950 aviation professionals on an annual basis. Please see the Appendix I for a letter from the FAA confirming Loomacres' training qualifications.

WILDLIFE MITIGATION EXPERIENCE:

What makes us stand out against our competitors is that, in addition to conducting research, analyzing data and providing guidance, we put our recommendations into action. Loomacres' staff is fully trained and experienced in wildlife mitigation methods. Our staff implements both passive and active methods encompassed in Integrated Wildlife Management. Loomacres' biologists are able to quickly identify and respond to wildlife hazards as they are identified. Loomacres has several on-call and full-time wildlife mitigation service contracts in which we are responsible for coordinating and carrying out all wildlife management activities and act as a liaison between local landowners, government entities and the client to ensure success. Our staff has experience with a vast range of mitigation techniques, including falconry, pyrotechnics, bioacoustics, trapping, firearms, trained dogs, RC boats and aircraft etc. We continually research new tools and techniques to be sure your facility will have access to the best available mitigation practices.

Many of our activities involve public relations and outreach including coordination with offsite property owners and media inquiries/interviews. We have successfully completed many projects that involve complex public relations and outreach programs. These have ranged from obtaining permission to conduct wildlife control to convincing property owners to implement their own wildlife mitigation programs.

LOOMACRES STAFF:

Loomacres puts its reputation in the selection and the performance of our employees. Loomacres Wildlife Management currently utilizes the skills of several FAA/ICAO Qualified Wildlife Biologists. They are supported by a staff of wildlife technicians that have extensive experience working on wildlife mitigation related issues. Our employees work under the direct supervision of the lead Wildlife Biologist and Vice-President of Loomacres Wildlife Management, Mr. Cody Baciуска. Mr. Baciуска has conducted Wildlife Hazard Assessments, developed Wildlife Management Plans, and has conducted numerous wildlife related research studies. Mr. Baciуска has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, and LaGuardia International Airport as well as several USAF and ANG installations.

The staff for this project will be working out of our regional office in Syracuse NY.

Our depth of staff allows for alternative Qualified Wildlife Biologists to assist the Qualified Airport Biologist assigned to this project in the event of illness or another similar situation. This ensures that your project will be given the upmost attention and that all tasks will be completed on time.

Loomacres Inc. conducts standard background checks prior to hiring new employees. Loomacres Inc. also requires all new employees to perform standard drug tests. Drug test are randomly performed on current employees.

All employees of Loomacres Inc., performing under this contract will wear distinctive clothing, and badges bearing Loomacres Inc. name, logo, and the name of the employee. All employees will carry in their possession at all times, positive identification that states their name, the contract number and employer (Loomacres Inc.).

MANAGEMENT STAFF EXPERIENCE, TRAINING, AND QUALIFICATIONS:

Kristin Baciуска, (Co-Founder, President, & Qualified Airport Wildlife Biologist)- Biologist Kristin Baciуска has been with Loomacres since it was established in 2005. Kristin has a diverse background in the biological sciences to include fisheries and wildlife, wetlands and plant science. Kristin has conducted several FAA approved Wildlife Hazard Assessments throughout the US and has conducted numerous airport related research studies. Kristin holds a Master's of Science degree in Biology and has completed a FAA grant funded research project titled "Native and Naturalized Grasses Suitable for use on Airports Managed for Wildlife". Kristin has presented her research and experiences at numerous venues including the USA/Canada Bird Strike Conferences, Wildlife Damage Management Conference, and several AAAE and State Aviation Association Conferences. Kristin's research in the plant sciences has made her a valuable asset to our company in her ability to assess both vegetation and habitat on and around airports. Kristin is confident in her ability to make vegetation management and planting recommendations to airfields across the United States. In addition to her graduate work, Kristin has taken numerous continuing education credits in the wetland sciences at Rutgers University and is a certified wetland delineator as well as a Certified Commercial Pesticide Applicator. Kristin's previous employers include USDA Wildlife Services and several landscape architects. Kristin Baciуска exceeds the requirements outlined in AC No: 150/5200-36A. Please see the Appendix III for further information regarding Mrs. Baciуска's qualifications.

Cody Baciуска, (Co-Founder, Vice President, & Qualified Airport Wildlife Biologist)- Mr. Baciуска has conducted Wildlife Hazard Assessments, developed Wildlife Hazard Management Plans, and has conducted numerous airport related research studies. Mr. Baciуска has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, Nashville International Airport and LaGuardia International Airport. In addition to being a FAA qualified Airport Wildlife Biologist; Mr. Baciуска sits on the Birdstrike USA Steering Committee, and is a member of the National Wildlife Control Operators Association, the Wildlife Society and is the current president of the NYS Wildlife Management Association. In addition, Mr. Baciуска is a Certified National Rifle Association firearms instructor. Mr. Baciуска will be the primary Biologist overseeing all services. Mr. Baciуска exceeds the requirements outlined in AC No: 150/5200-36A. Please see the Appendix III for further information regarding Mr. Baciуска's qualifications.

Julia Priolo, (Wildlife Biologist). Originating from Canandaigua in Western NY, Julia started out her college career at Paul Smith's College, pursuing a Bachelor of Technology degree in Wildlife Management in the Adirondacks. After completing 2 years there, she transferred to the State University of New York in Cobleskill where she was president of the local Mohawk Valley chapter of Ducks unlimited and a board member of the SUNY Cobleskill chapter as well. She started working for Loomacres Wildlife Management as a wildlife technician in December of 2017. Julia has experience in GIS, performing bird surveys (identification by sight and/or sound), herpetology surveys, and small mammal trapping and surveying, owl surveys, insect surveys, spotlight surveys, and identifying and resolving wildlife damage problems. She has experience in setting and using baited starling traps and nest box traps, and Sherman box traps for small mammals. Julia had worked for Pinelands Nursery the past couple of years where she dealt with a lot of wetlands plant ID, care, and management. Prior to working for Loomacres, she has also done work involving apple tree pruning, stream bank stabilization and restoration, duck banding, and is a volunteer for the Golden eagle project and Catskill Forest Association on occasion. Her hobbies include gardening, hunting, fishing and ice hockey.

PAST PERFORMANCE INFORMATION:

Below is a listing of selected projects. Additional projects and references are available.

Wildlife Hazard Assessment and Management Program, Tulsa International Airport, Tulsa, OK
POC Don Watt, Tulsa Airport Authority, 918-706-3028, DonWyatt@tulsairports.com

Project Description: Loomacres Inc. has completed a Wildlife Hazard Assessment for the Tulsa International Airport. Loomacres also updated the airport's Wildlife Hazard Management Plan annually, and provides the airport's staff with FAA required wildlife hazard management training. Loomacres continues to have an Airport Biologist stationed onsite to provide daily oversight and implementation of the airport's wildlife hazard management plan. The airport has a military tenant (Tulsa Air National Guard) to account for the requirements of military operations Loomacres reviewed the tenant BASH plan to ensure the military BASH standards and procedure were implemented and included as part of the airport's Wildlife Hazard Management Plan. Loomacres participates in the tenant's scheduled BASH meetings.

Wildlife Hazard Management Services, Elmira-Corning Regional Airport, Horseheads, NY

POC Eric Johnson (Currently Director at Topeka Airport Auth) 785-862-2362, ejohnson@mtaa-topeka.org, or
Bill Degraw, Director of Operations, Elmira-Corning Regional Airport, 607-426-5622,
BDegraw@co.chemung.ny.us,

Project Description: Loomacres has been providing wildlife hazard management services to the airport since 2005. Loomacres provides consulting, control services, goose harassment and control, and implementation of the airport's wildlife hazard management plan. Loomacres also provides FAA wildlife hazard management training and annually updates the airport's wildlife hazard management plan which has been approved by the FAA. Canada geese, white tail deer and ring billed gulls are one of the main hazards that are mitigated as part of this project. Loomacres also coordinated wildlife mitigation efforts with offsite property owners within 5 miles of the airport.

Bird Aircraft Strike Hazard Program, Fairchild Airforce Base, Spokane, WA

POC MSgt Shawn T. Merritt, Flight Safety Superintendent, (719) 482-5665, shawn.merritt@us.af.mil

Project Description: Loomacres is providing a comprehensive Airfield Wildlife Control Program at Fairchild AFB, WA to mitigate the risks associated with aircraft mishaps with a primary focus on bird abatement both on the airfield and the airspace above it. On a daily basis Loomacres staff implements that airfield Wildlife Hazard Management plan. Performance is in accordance with all federal, state, local laws and regulations, commercial standards, IAW – FAA/ICAO standards requirements and AFI 91-202. All performance evaluations have been exceptional and there have no discrepancies or unacceptable performance evaluation in accordance to the terms of the contract.

Wildlife Management/Hazard Services & Program, Buffalo-Niagara International Airport, Buffalo, NY, and Niagara Falls International Airport, Niagara Falls, NY, and Niagara Falls Air Reserve Station

POC Dave Macy, Operations Director, 716-863-3586, David_Macy@nfta.com

Project Description: Loomacres has been the prime consultant to the Buffalo-Niagara International Airport since 2006 providing annual FAA required Wildlife Identification and Management Training, consulting services and direct wildlife control work. Loomacres assists the airport with the implementation of their Wildlife Hazard Management Plan and conducts a formal review of their wildlife hazard management plan and wildlife hazard mitigation program on an annual basis. Loomacres has conducted research for the NFTA relating to wildlife hazard mitigation and has conducted a Wildlife Hazard Assessment for the airport and has updated their WHMP accordingly. Loomacres assists the airport with public outreach and coordination with offsite property owner to help monitor and reduce the presence of wildlife hazards within five miles of the airport as part of this Loomacres conducts a Canada goose management program within 5 miles of the airport. Loomacres has conducted numerous research projects in support of the NFTA's Airport Wildlife Hazard Management program.

Providing FAA Approved Airport Wildlife Hazard Management Training, Port Authority of New York and New Jersey, (multiple locations in NY and NJ)

POC Starla Bryant, Vice President of Staff, 703.575.2467, starla.bryant@aaae.org

Project Description: Loomacres is subcontracted by the AAAE to provide all PANYNJ airport staff that are involved in implementing their perspective airport's Wildlife Hazard Management Plan with Annual 8 hour FAA approved Wildlife Hazard Management training. Loomacres annually trains approximately 180 staff members from the following PANYNJ Airports; JFK, LGA, and EWR. In addition to Port Authority staff Loomacres also trains staff from the USDA, APHIS, Wildlife Services (the current provider of Wildlife Hazard Management Services to the PANYNJ) that are assigned to JFK, LGA, or EWR. Topics of the training include; Pyrotechnic Safety, Firearms Safety, Gull Management, Regional Canada Goose Management, Raptor Management, Wildlife Hazard Management, Strike reporting, Non-Lethal and Lethal Control Techniques, Wildlife Identification, Wildlife Hazard Mitigation Within Five Miles of the airports, The use of Pesticides on airports for wildlife mitigation, Migratory Bird Depredation Permits, Coordination with Federal State and Local Agencies.

Bird Aircraft Strike Hazard Program, Cannon AFB, NM

POC: Capt. Ryan Taylor, Chief of Flight Safety, 575-784-2812, ryan.taylor.3@us.af.mil

Project Description: Loomacres is providing a comprehensive Airfield Wildlife Control Program at Cannon AFB, NM to mitigate the risks associated with aircraft mishaps with a primary focus on bird abatement both on the airfield and the airspace above it. On a daily basis Loomacres staff implements that airfield Wildlife Hazard Management plan. Performance is in accordance with all federal, state, local laws and regulations, commercial standards, IAW – FAA/ICAO standards requirements and AFI 91-202. All performance evaluations have been exceptional and there have no discrepancies or unacceptable performance evaluation in accordance to the terms of the contract.

Wildlife Hazard Assessment and Relates Services, Charlotte-Douglas International Airport, Charlotte NC
POC David Castaneda, Airport Wildlife Coordinator 704-359-4012, djcastaneda@cltairport.com

Project Description: Loomacres, Inc. conducted Wildlife Hazard Assessment for the Charlotte-Douglas International Airport and has updated their Wildlife hazard management Plan. Loomacres has also provided the airport with FAA annual Wildlife Hazard Management Training

Wildlife Hazard Management Services and Geese Control, Trenton-Mercer County Airport, Trenton, NJ
POC Kurt Neinstedt, Assistant Airport Manager, 609-882-1601, kneinstedt@mercercounty.org

Project Description: Loomacres has been the prime consultant providing wildlife hazard management services to the airport since 2013. Loomacres provides consulting, Canada goose control services, whitetail deer removal, training and annually updates the airport's Wildlife Hazard Management Plan which has been approved by the FAA. Loomacres also conducted the airports Wildlife Hazard Assessment, and assist with the implementation of the airport's wildlife hazard management plan.

Wildlife Hazard Assessment, and Management Services, Huntsville International Airport, Huntsville, AL
POC Ryan Gardner, Operations Manager, 256-258-1201, RGardner@hsvairport.org

Project Description: As part of this project Loomacres had a full time Airport Biologist stationed at Huntsville to assist the airport in carrying out wildlife management activities and implementation of the their wildlife hazard management plan. Loomacres has also completed a Wildlife Hazard Assessment for the Huntsville International Airport. Loomacres also developed the airport's Wildlife Hazard Management Plan. Loomacres has provided the airport's staff with the FAA required Wildlife Hazard Management Training annually and continues to provide wildlife hazard mitigation and consulting.

Wildlife Hazard Assessment, WHMP update and Related Services for Palm Beach Department Of Aviation, West Palm Beach, FL
POC Jeremy Perusse, Operations, jperusse@pbia.org, 561- 471-7413

Project Description: Loomacres' conducted wildlife hazard assessments for the Palm Beach County Park Airport (LNA) and North Palm Beach County Airport (F45). Loomacres also provided PBDOA staff with FAA Wildlife Hazard management Training. Loomacres conducted a complete revision of Palm Beach Internarial Airport's wildlife Hazard Management Plan. Following the completion of the WHA projects the PBDOA has continued to utilize Loomacres to provide FAA wildlife hazard management training to the Palm Beach International Airport staff and provide PBI with on-call wildlife hazard consulting services, these services have included wildlife strike reviews, annual review of the PBI's wildlife hazard management plan, and project reviews.

PROJECT APPROACH:

- I. Loomacres will provide Wildlife Biologists to conduct crow population surveys. Crow activity and population numbers will be monitored thought-out the length of the contract. The information gathered will be used by the biologists to develop an integrated wildlife hazard management plan to reduce the number of crows utilizing the city.
- II. Crow roost dispersal will be conducted over a ten-night period (this will vary based on conditions). The exact time frame will be determined by the population surveys and at the request/coordination with the City. In order to conduct the crow dispersal, Loomacres trained personnel will utilize non-lethal harassment methods and techniques including the use of spotlights, forward looking infra-red, and night-vision, to locate the crows. Loomacres will disperse crows

from their roosts by using specialized remote-controlled aircraft, playing distress calls, firing pyrotechnics (screamers & bangers), using handheld lasers, paintball markers, and installing crow effigies. If additional roost dispersals are necessary, they will be conducted based on crow surveys and input from city officials and resident complaints. If needed harassment will be reinforced with depredation.

- III. Loomacres will provide technical assistance to city management. Loomacres will advise city officials and residents on habitat modification/management techniques as well as additional methods the city and its residents can utilize to reduce the presence of crows.
- IV. As necessary, Loomacres can assist the City of Watertown with public relations. This includes public out-reach and media relations. Loomacres will establish a crow sighting and complaint hotline. This service will help Loomacres pinpoint problem areas. It will allow for the distribution of valuable information regarding the project.
- V. Following the completion of the project Loomacres will analyze the data collected during the surveys and roost dispersals. This data will be compiled into a final report that will highlight the of the Watertown crow dispersal, compare the results to previous crow dispersals and make future recommendations.
- VI. Loomacres Inc. will investigate potential options to make the city less attractive to crows. Some potential options may include installing physical barriers on the roof tops and implementing habitat management practices that will make prone areas less suitable for roosting.
- VII. Upon request from the City, Loomacres will conduct a Harassment Training Class on one of its first two visits to the City of Watertown, instructing City employees in the safe and effective use of pyrotechnics and other non-lethal harassment methods. The training will occur during the afternoon hours, prior to Loomacres personnel conducting that evening's harassment. The City shall pay a flat \$500 fee if it chooses to exercise this training option.

PERMITS:

All federal and state permits that will be required to carry out wildlife harassment will be obtained. Loomacres Inc. will work with the facility to review their current permits and will work to obtain, update and reapply as needed. All Loomacres personnel have firearm safety training before using firearms and are permitted to use explosives. Loomacres is licenses by the ATF to sell, transport, and use both firearms and pyrotechnics. Please see Appendix V for a copy of our firearms and explosive licenses.

PRICING INFORMATION:

The pricing is based on a 3-year contract. Harassment season will be defined as October 1 through March 31. The pricing is based on 10 harassment efforts/nights. Each addition night will be charge lump sum per night for up to ten nights.

Total for 10 Nights 2025-2026:	<u>\$6,688.43</u>
<i>Rate for Additional Nights:</i>	<i>\$672.56</i>
<i>Total not to exceed price:</i>	<i>\$13,079.73</i>
Option Year Two 2026-2027:	<u>\$6,889.08</u>
<i>Rate for Additional Nights:</i>	<i>\$692.74</i>
<i>Total not to exceed price:</i>	<i>\$13,472.13</i>
Option Year Three 2027-2028:	<u>\$7,095.75</u>
<i>Rate for Additional Nights:</i>	<i>\$713.52</i>
<i>Total not to exceed price:</i>	<i>\$13,876.29</i>

Note: The City of Watertown will be billed monthly throughout the contract period. Payments are due thirty days from the date of each invoice.

INSURANCE:

Please see appendix IV for copies of our insurance certificates.

Loomacres Wildlife Management:

Kristin Baciуска

Loomacres Wildlife Management:

(607) 760-8748

Employer Identification Number:

26-3796424

Mailing Address:

Loomacres Wildlife Management

242 Hallenbeck Road

Cobleskill, NY 12187

City of Watertown:

Person to contact for billing questions

Phone Number

Tax Identification Number:

Billing Address: _____

Loomacres Wildlife Management:	City of Watertown:
Name: Cody Baciуска	Name:
Title: President	Title:
Phone: 607-706-8748	Phone:
Signature:	Signature:
 _____	_____
Date: September 24, 2025	Date:

APPENDIX I: FAA QUALIFICATION LETTER



This letter was prepared to provide the Certificate Holder with documentation verifying that Loomacres' personnel meet the requirements of §139.337(c), & (f)(7) outlined in AC No: 150/5200-36a (§6e).

- (1) The Trainer/qualified airport wildlife biologist has the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards.
- (2) The Trainer/qualified airport wildlife biologist has taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator.
- (3) The Trainer/qualified airport wildlife biologist has while working under the direct supervision of a qualified airport wildlife biologist, has conducted at least one or more Wildlife Hazard Assessments acceptable to the FAA Administrator.
- (4) The Trainer/qualified airport wildlife biologist has successfully completed at least one of the following within five years of their initial FAA approved airport wildlife hazard management training course,
 - (i) An airport wildlife hazard management training course that is acceptable to the FAA Administrator or,
 - (ii) Attendance, as a registered participant, at a joint Bird Strike Committee–USA/Bird Strike Committee–Canada annual meeting.

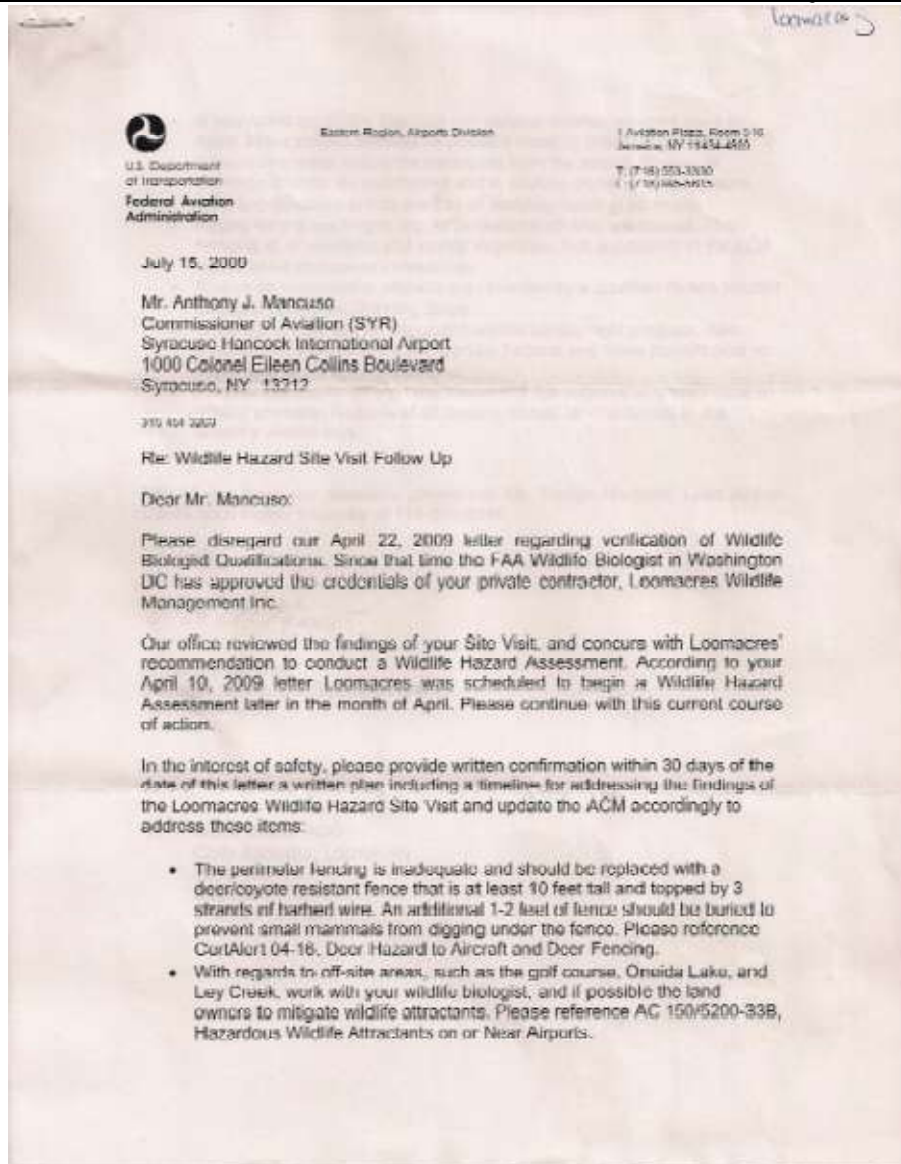
Sincerely,

A handwritten signature in black ink, appearing to read "Cody Baciuska".

Cody Baciuska
Vice- President

- P r o f e s s i o n a l - R e l i a b l e - E t h i c a l -

APPENDIX II: LETTERS FROM THE FAA CONFIRMING LOOMACRES' QUALIFICATIONS



Cody@loomacres.com

From: AmyAnderson@faa.gov
Sent: Friday, July 13, 2012 3:23 PM
To: Cody Kaduska
Cc: John.Weller@faa.gov
Subject: Airport Biologist Training Course

Cody,

The Airport Biologist Training Course that you submitted meets the criteria in FAA Advisory Circular 150/5200-36A: Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports, Appendix C. The course therefore is considered acceptable to the FAA Administrator as an airport wildlife hazard management training course as described in the aforementioned AC, Section b(4)(2).

Amy

Amy L. Anderson
Wildlife Biologist
Federal Aviation Administration
Airport Safety and Standards
800 Independence Avenue SW
Washington DC 20591
Phone: (202) 267-7205

APPENDIX III: RESUMES/CERTIFICATES

Kristin M. Baciуска
(518) 542-6305
kristin@loomacres.com

EDUCATION: State University of New York College at Oneonta

Oneonta, NY 13820

MS Graduate Program in Biology

State University of New York, College of Agriculture and Technology at Cobleskill,
Cobleskill, NY 12043

Bachelor of Technology Degree in Plant Science- Conc. Environmental Studies

PROFESSIONAL WORK EXPERIENCE:

- **Loomacres Wildlife Management Inc.**

July 2005-Current

Co-owner and FAA Qualified Airport Wildlife Biologist working primarily on Airport Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Training, Data Collection and Vegetation Surveys.

- **State University of New York- Oneonta, NY**

October 2008-August 2010

Part time Research Assistant. Worked on a FAA funded grant project titled "Native & Naturalized Turf Species Suitable for Use On Airports Managed for Wildlife Hazards"

- **State University of New York –Oneonta, NY**

September 2007-February 2009

Part time Research Assistant. Part time Research Assistant. Plant collection for NYS Flora Study for underreported counties. Organized collected plant specimens in college herbarium and prepared them for mounting and submission to the NYS Museum and other collections. Plant collection, ID and database creation and entry.

- **USDA Animal Plant Health Inspection Service Wildlife Services- Castleton, NY**

October 2004 to July 2005

GS-05 Biological Science Technician Wildlife. Used techniques including pyrotechnics to haze avian species on airports, landfills and in urban areas. Avian and Mammalian Surveys, trapping and database entry. Operated West Nile Virus Hotline. Administrative assistance.

PRESENTATIONS:

- Joint Conference Southern Chapter AAAE, Oklahoma Airport Operators Association 2012, 2016 (Speaker)
- USA/Canada Birdstrike Conference 2010 Salt Lake City, Utah (Speaker)
- Wildlife Management Workshop, Saratoga NY (Poster Presentation)
- USA/Canada Birdstrike Conference 2007,2008 & 2009 (Poster Presentation)

PUBLICATIONS:

- Baciуска, K. (2010) Native and Naturalized Turf Species Suitable for Use on Airports Managed for Wildlife in the Northeastern US. *State University of New York College at Oneonta. Master's Thesis*

CERTIFICATES/LICENCES:

- FAA Qualified Airport Wildlife Biologist
- NYS Pistol Permit Holder
- NYSDEC Commercial Pesticide Applicator
- Embry Riddle Wildlife Hazard Management Workshop
- Rutgers Wetland Delineation Certificate Series

Embry-Riddle Aeronautical University



The Office of Professional Education
hereby certifies that:

Kristin Baciуска

Has successfully completed 2.4 Continuing Education Units in the following:

SFY-3000 Airport Wildlife Hazard Management Workshop

In Witness Whereof the signatures are authorized and
the Seal of the University are herewith affixed at Daytona Beach, Florida
this 22nd day of January 2010 Anno Domini.

Handwritten signature of Sharon A. Smith in black ink.

Sharon A. Smith
Executive Vice President, Embry-Riddle Worldwide

Handwritten signature of Albert W. Anthony in black ink.

Albert W. Anthony
Interim Director, Office of Professional Education

State University of New York College at Oneonta

On the recommendation of the Faculty and by virtue of the authority
vested in them, the Trustees of the University
have conferred upon

Kristin Marie Dorsch

the degree of

Master of Science

and have granted this Diploma as evidence thereof.

Given in the City of Oneonta, in the State of New York, in the United
States of America this twenty-first day of May, two thousand and eleven.

Handwritten signature of Robert L. Smith in black ink.

Robert L. Smith
President of the College



Handwritten signature of Harry K. Korman in black ink.

Harry K. Korman
President of the State

Cody Baciuska
Loomacres Wildlife Management, Inc.
cody@loomacres.com
607-760-8748

EDUCATION:

- **State University of New York, College of Agriculture and Technology at Cobleskill**
Bachelor of Technology Degree in Animal Science- Concentration Wildlife Management
Associate of Applied Science Degree- Concentration Fisheries and Wildlife Technology
- **State University of New York at Oneonta**
Graduate Coursework in Biology
Bachelors of Science Coursework in Business Finance

WORK EXPERIENCE:

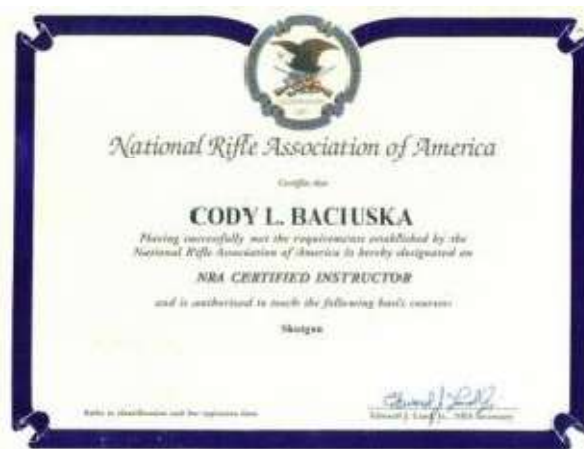
- **Loomacres Wildlife Management, Inc.**
Co-Owner of Loomacres Wildlife Management. Loomacres provides wildlife and environmental consulting to the aviation industry, government agencies, municipalities, corporations and private individuals. Services range from wildlife and vegetation surveys to development and implementation of wildlife management plans. Loomacres also provides education and training to airport personnel involved in wildlife management.
- **United States Department of Agriculture, Wildlife Services**
Conducting wildlife surveys, habitat assessments, and wildlife hazard assessments on a number of airports throughout New York. Data collection, entry, analysis, presentation. Assisting in the development of wildlife management plans. Identifying and addressing, damage, disease, and potential human health and safety issues created by wildlife. Use of pyrotechnics, firearms and traps to haze and remove hazardous wildlife. Public relations and outreach and education.
- **National Audubon Society**
Operated 7 MAPS Bird Banding Stations, responsible for net setup, extracting birds, aging, sexing, banding, data recording and entry, and overall welfare of the birds captured in the nets. Also conducted point counts, breeding bird surveys, nest searching, and vegetation surveys.
- **Wetland Studies and Solutions**
Wetland restoration and mitigation.

LICENCES, TRAINING & CERTIFICATIONS:

- FAA Qualified Airport Wildlife Biologist, NRA Certified Firearms Instructor -Airport Driving Cert., FAA Approved Wildlife Biologist Training, - NYS Pistol Permit, -NYS Wildlife Control Permit, -NYS Hunting and Trapping License, Boater Safety Cert

PROFESSIONAL MEMBERSHIPS:

- 2013-present, Steering Committee Chair, Birdstrike-USA
- 2009-present, President of NYS Wildlife Management Association
- 2007- 2009, Director of NYS Wildlife Management Association
- September 2002- January 2003, Secretary of the SUNY Cobleskill chapter of The Wildlife Society
- January 2003- May 2003, Vice President of the SUNY Cobleskill chapter of The Wildlife Society
- 2005-present, Member of National Wildlife Control Operators Association



Embry-Riddle Aeronautical University



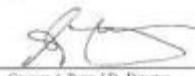
Center for Professional Education
Hereby certifies that

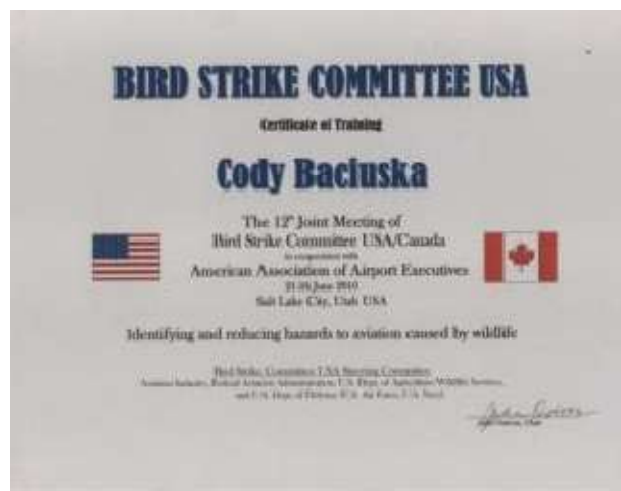
Cody Baciуска

Has successfully completed 24 Continuing Education Units in
Wildlife Hazard Management

In Witness Whereof the signatures are authorized by the Board of Trustees and
the Seal of the University are hereunto affixed at Daytona Beach, Florida
this 18th day of May 2007 Anno Domini.


Martin A. Smith, Chancellor


Gregory A. Papp, J.D., Director



APPENDIX IV: INSURANCE CERTS

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2025-26 General Fund Budgets to Eliminate and Add Certain Positions in the Police Department

The Police Chief is recommending the following position change be made to the adopted budget to better reflect the current employee's duties and responsibilities in the position.

The Fiscal Year 2025-26 General Fund Budget included a Secretary position within the Police Department's budget. This position is proposed to be eliminated and replaced by a Principal Account Clerk position.

The attached resolution re-adopts the Fiscal Year 2025-26 General Fund Budget to modify the approved positions in the Police Department.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2025-26 General
Fund Budgets to Eliminate and Add Certain
Positions in the Police Department

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 2, 2025 the City Council passed a resolution adopting the Budget for Fiscal Year 2025-26, of which \$58,342,043 was appropriated for the General Fund, and

WHEREAS the FY 2025-26 General Fund Budget for the Police Department included the position of Secretary, and

WHEREAS the Police Chief recommends the elimination of the Secretary position and the addition of a Principal Account Clerk to better reflect what the current employee in the position duties and responsibilities are,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the elimination and creation of the following positions within the respective Fund and Department.

GENERAL FUND:

Police Department (A.3120.0120)

Eliminate

Secretary

Add

Principal Account Clerk

And,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby makes the following changes to the Fiscal Year 2025-26 General Fund Budget to fund the change in positions:

A.0000.0909	Fund Balance	<u>\$ 3,400</u>
A.3120.0120	Police – Clerical	\$ 2,600
A.3120.0810	Police – NYS Retirement	\$ 600
A.3120.0830	Police – Social Security	<u>\$ 200</u>
Total		<u>\$ 3,400</u>

Seconded by _____

October 20, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2024-25 General Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

The City Comptroller's Office is in the process of preparing the Annual Financial Report for filing with the New York State Comptroller as required by October 28th, as well as preparing the financial statements for the independent audit. In connection with these reports, it is necessary to re-adopt various funds' budgets to bring various expenditure line items within budget.

Transfers of note included within this resolution:

1. Transfer Buck Building mortgage payment of \$150,000 to the Burlington Street reconstruction project to minimize the amount to be borrowed for the water main portion of the project that was originally funded from a bond ordinance approval.
2. Funding included in the Adopted Fiscal Year 2024-25 General Fund budget for the hydro-electric fish bypass collar repair has been increased from \$30,000 to \$60,000 and is being transferred to a Capital Projects Fund as the project was not able to be commenced prior to June 30th.
3. Funding included in the Adopted Fiscal Year 2024-25 General Fund budget for the local share of the purchase of two paratransit buses (\$31,000) and fixed route destination/headway signs (\$5,000) is being transferred to a Capital Projects Fund as the project was not able to be commenced prior to June 30th.
4. Funding included in the Adopted Fiscal Year 2024-25 Sewer Fund budget for the lift station flow monitoring and upgrades (\$200,000) is being transferred to a Capital Projects Fund as the project was not able to be commenced prior to June 30th.

An analysis of the FY 2024-25 results will be provided in November following the submission of the annual report to the State Comptroller. The audit by Bowers and Company will begin in November.

RESOLUTION

Page 1 of 12

Readopting Fiscal Year 2024-25
General Fund, Risk Retention Fund, Tourism
Fund, Water Fund, Sewer Fund, Library Fund
and Self-funded Health Insurance Fund
Budgets

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 3, 2024 the City Council passed a resolution adopting the Budget for Fiscal Year 2024-25, and

WHEREAS certain Fiscal Year 2024-25 expenditure lines for the General Fund, Risk Retention Fund, Water Fund, Sewer Fund, Library Fund and Self-Funded Health Insurance Fund are overdrawn,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts and makes the following adjustments to the Fiscal Year 2024-25 Budgets for the General Fund, Risk Retention Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets:

GENERAL FUND**Expenditures**

A	1010	460	LEGISLATIVE BOARD	Materials and Supplies	\$	125
A	1010	810	LEGISLATIVE BOARD	Employee Retirement System	\$	300
A	1210	810	MAYOR	NYS Retirement	\$	350
A	1230	430	MUNICIPAL EXECUTIVE	Contracted Services	\$	1,150
A	1230	460	MUNICIPAL EXECUTIVE	Materials and Supplies	\$	11,850
A	1230	850	MUNICIPAL EXECUTIVE	Health Insurance	\$	12,350
A	1315	840	COMPTROLLER	Workers' Compensation	\$	250
A	1345	110	PURCHASING	Salaries	\$	1,175
A	1345	120	PURCHASING	Clerical	\$	1,825
A	1345	465	PURCHASING	Equipment < \$5,000	\$	150
A	1345	810	PURCHASING	NYS Retirement	\$	375
A	1355	110	ASSESSMENT	Salaries	\$	4,925
A	1355	175	ASSESSMENT	Health Insurance Buy-out	\$	2,800
A	1355	465	ASSESSMENT	Equipment < \$5,000	\$	825
A	1364	430	PROPERTY ACQUIRED	Contracted Services	\$	1,475
A	1364	440	PROPERTY ACQUIRED	Fees, Non-employee	\$	2,400
A	1410	430	CLERK	Contracted Services	\$	2,050
A	1410	465	CLERK	Equipment < \$5,000	\$	125

RESOLUTION

Page 2 of 12

Readopting Fiscal Year 2024-25
General Fund, Risk Retention Fund, Tourism
Fund, Water Fund, Sewer Fund, Library Fund
and Self-funded Health Insurance Fund
Budgets

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	1420	430	LAW	Contracted Services	\$	100
A	1420	440	LAW	Fees, Non-employee	\$	15,625
A	1430	110	CIVIL SERVICE	Salaries	\$	1,275
A	1430	450	CIVIL SERVICE	Miscellaneous	\$	300
A	1430	840	CIVIL SERVICE	Workers' Compensation	\$	19,400
A	1435	110	HUMAN RESOURCES	Salaries	\$	175
A	1435	465	HUMAN RESOURCES	Equipment < \$5,000	\$	925
A	1435	810	HUMAN RESOURCES	NYS Retirement	\$	575
A	1440	410	ENGINEERING	Utilities	\$	275
A	1440	465	ENGINEERING	Equipment < \$5,000	\$	2,775
A	1490	110	PUBLIC WORKS ADMINISTRATION	Salaries	\$	2,000
A	1490	410	PUBLIC WORKS ADMINISTRATION	Utilities	\$	1,550
A	1490	420	PUBLIC WORKS ADMINISTRATION	Insurance	\$	875
A	1490	440	PUBLIC WORKS ADMINISTRATION	Fees, Non-employee	\$	2,950
A	1490	455	PUBLIC WORKS ADMINISTRATION	Vehicle Maintenance	\$	1,075
A	1490	810	PUBLIC WORKS ADMINISTRATION	NYS Retirement	\$	950
A	1620	150	MUNICIPAL BUILDINGS	Overtime	\$	13,125
A	1620	175	MUNICIPAL BUILDINGS	Health Insurance Buy-out	\$	125
A	1620	430	MUNICIPAL BUILDINGS	Contracted Services	\$	200
A	1620	450	MUNICIPAL BUILDINGS	Miscellaneous	\$	300
A	1620	460	MUNICIPAL BUILDINGS	Materials and Supplies	\$	27,500
A	1620	465	MUNICIPAL BUILDINGS	Equipment < \$5,000	\$	2,325
A	1620	810	MUNICIPAL BUILDINGS	NYS Retirement	\$	2,800
A	1620	830	MUNICIPAL BUILDINGS	Social Security	\$	300
A	1620	840	MUNICIPAL BUILDINGS	Workers' Compensation	\$	275
A	1640	110	CENTRAL GARAGE	Salaries	\$	325
A	1640	120	CENTRAL GARAGE	Clerical	\$	1,500
A	1640	150	CENTRAL GARAGE	Overtime	\$	2,575
A	1640	175	CENTRAL GARAGE	Health Insurance Buy-out	\$	600
A	1640	410	CENTRAL GARAGE	Utilities	\$	3,325
A	1640	440	CENTRAL GARAGE	Fees, Non-employee	\$	275
A	1640	460	CENTRAL GARAGE	Materials and Supplies	\$	19,375
A	1670	450	CENTRAL PRINTING & MAILING	Miscellaneous	\$	150

RESOLUTION

Page 3 of 12

Readopting Fiscal Year 2024-25
General Fund, Risk Retention Fund, Tourism
Fund, Water Fund, Sewer Fund, Library Fund
and Self-funded Health Insurance Fund
Budgets

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	1680	110	INFORMATION TECHNOLOGY	Salaries	\$	1,750
A	1680	430	INFORMATION TECHNOLOGY	Contracted Services	\$	67,750
A	1680	455	INFORMATION TECHNOLOGY	Vehicle Maintenance	\$	75
A	3120	110	POLICE	Salaries	\$	2,300
A	3120	140	POLICE	Temporary	\$	4,550
A	3120	150	POLICE	Overtime	\$	203,325
A	3120	155	POLICE	Holiday Pay	\$	13,675
A	3120	175	POLICE	Health Insurance Buy-out	\$	1,100
A	3120	180	POLICE	Roll Call Pay	\$	3,975
A	3120	185	POLICE	On-call Pay	\$	17,625
A	3120	195	POLICE	Clothing/Cleaning Allowance	\$	2,250
A	3120	250	POLICE	Other Equipment	\$	7,850
A	3120	420	POLICE	Insurance	\$	625
A	3120	430	POLICE	Contracted Services	\$	103,575
A	3120	440	POLICE	Fees, Non-employee	\$	5,400
A	3120	450	POLICE	Miscellaneous	\$	6,425
A	3120	810	POLICE	NYS Retirement	\$	925
A	3120	840	POLICE	Workers' Compensation	\$	28,500
A	3410	110	FIRE	Salaries	\$	9,800
A	3410	120	FIRE	Clerical	\$	2,450
A	3410	130	FIRE	Wages	\$	16,850
A	3410	150	FIRE	Overtime	\$	216,000
A	3410	191	FIRE	Sick Leave Incentive	\$	7,075
A	3410	430	FIRE	Contracted Services	\$	216,775
A	3410	455	FIRE	Vehicle Maintenance	\$	56,150
A	3410	840	FIRE	Workers' Compensation	\$	130,175
A	3620	110	CODE ENFORCEMENT	Salaries	\$	325
A	3620	120	CODE ENFORCEMENT	Clerical	\$	3,850
A	3620	130	CODE ENFORCEMENT	Wages	\$	12,000
A	3620	150	CODE ENFORCEMENT	Overtime	\$	10,000
A	3620	810	CODE ENFORCEMENT	NYS Retirement	\$	2,500
A	3620	830	CODE ENFORCEMENT	Social Security	\$	900
A	5010	130	MUNICIPAL MAINTENANCE	Wages	\$	19,725

RESOLUTION

Page 4 of 12

Readopting Fiscal Year 2024-25
General Fund, Risk Retention Fund, Tourism
Fund, Water Fund, Sewer Fund, Library Fund
and Self-funded Health Insurance Fund
Budgets

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	5010	150	MUNICIPAL MAINTENANCE	Overtime	\$	2,525
A	5010	230	MUNICIPAL MAINTENANCE	Motor Vehicles	\$	9,700
A	5010	250	MUNICIPAL MAINTENANCE	Other Equipment	\$	63,600
A	5010	410	MUNICIPAL MAINTENANCE	Utilities	\$	37,975
A	5010	465	MUNICIPAL MAINTENANCE	Equipment < \$5,000	\$	2,475
A	5110	150	MAINTENANCE OF ROADS	Overtime	\$	8,500
A	5110	230	MAINTENANCE OF ROADS	Motor Vehicles	\$	5,175
A	5110	420	MAINTENANCE OF ROADS	Insurance	\$	1,150
A	5110	440	MAINTENANCE OF ROADS	Fees, Non-employee	\$	19,375
A	5110	460	MAINTENANCE OF ROADS	Materials and Supplies	\$	29,875
A	5110	840	MAINTENANCE OF ROADS	Workers' Compensation	\$	37,100
A	5110	850	MAINTENANCE OF ROADS	Health Insurance	\$	10,000
A	5142	110	SNOW REMOVAL	Salaries	\$	3,625
A	5142	130	SNOW REMOVAL	Wages	\$	54,375
A	5142	150	SNOW REMOVAL	Overtime	\$	53,150
A	5142	250	SNOW REMOVAL	Other Equipment	\$	32,475
A	5142	410	SNOW REMOVAL	Utilities	\$	250
A	5142	430	SNOW REMOVAL	Contracted Services	\$	21,275
A	5142	450	SNOW REMOVAL	Miscellaneous	\$	550
A	5142	460	SNOW REMOVAL	Materials and Supplies	\$	21,875
A	5142	465	SNOW REMOVAL	Equipment < \$5,000	\$	6,675
A	5142	810	SNOW REMOVAL	NYS Retirement	\$	19,175
A	5142	830	SNOW REMOVAL	Social Security	\$	5,725
A	5184	110	HYDROELECTRIC PRODUCTION	Salaries	\$	4,000
A	5184	130	HYDROELECTRIC PRODUCTION	Wages	\$	1,750
A	5184	150	HYDROELECTRIC PRODUCTION	Overtime	\$	200
A	5184	420	HYDROELECTRIC PRODUCTION	Insurance	\$	9,800
A	5184	810	HYDROELECTRIC PRODUCTION	Employee Retirement System	\$	625
A	5184	830	HYDROELECTRIC PRODUCTION	Social Security	\$	250
A	5186	130	TRAFFIC CONTROL & LIGHTING	Wages	\$	5,625
A	5186	150	TRAFFIC CONTROL & LIGHTING	Overtime	\$	10,250
A	5186	410	TRAFFIC CONTROL & LIGHTING	Utilities	\$	151,175
A	5186	430	TRAFFIC CONTROL & LIGHTING	Contracted Services	\$	29,950

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Readopting Fiscal Year 2024-25
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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	5186	465	TRAFFIC CONTROL & LIGHTING	Equipment < \$5,000	\$	7,450
A	5186	810	TRAFFIC CONTROL & LIGHTING	NYS Retirement	\$	1,600
A	5186	850.0015	TRAFFIC CONTROL & LIGHTING	Health Insurance - IBEW Plan	\$	5,075
A	5630	110	BUS	Salaries	\$	350
A	5630	120	BUS	Clerical	\$	1,475
A	5630	150	BUS	Overtime	\$	8,400
A	5630	175	BUS	Health Insurance Buy-out	\$	1,725
A	5630	410	BUS	Utilities	\$	1,925
A	5630	460	BUS	Materials and Supplies	\$	21,600
A	5630	840	BUS	Workers' Compensation	\$	6,025
A	7020	110	RECREATION ADMINISTRATION	Salaries	\$	2,125
A	7020	120	RECREATION ADMINISTRATION	Clerical	\$	3,625
A	7020	410	RECREATION ADMINISTRATION	Utilities	\$	600
A	7020	420	RECREATION ADMINISTRATION	Insurance	\$	650
A	7020	430	RECREATION ADMINISTRATION	Contracted Services	\$	1,475
A	7020	810	RECREATION ADMINISTRATION	NYS Retirement	\$	3,050
A	7110	130	MAINTENANCE PARKS AND PLAYGROUNDS	Wages	\$	11,275
A	7110	150	MAINTENANCE PARKS AND PLAYGROUNDS	Overtime	\$	8,175
A	7110	410	MAINTENANCE PARKS AND PLAYGROUNDS	Utilities	\$	4,750
A	7110	440	MAINTENANCE PARKS AND PLAYGROUNDS	Fees, Non-employee	\$	175
A	7110	455	MAINTENANCE PARKS AND PLAYGROUNDS	Vehicle Maintenance	\$	3,500
A	7110	465	MAINTENANCE PARKS AND PLAYGROUNDS	Equipment < \$5,000	\$	2,550
A	7110	830	MAINTENANCE	Social Security	\$	450
A	7140	140	ATHLETIC FACILITIES MAINTENANCE	Temporary	\$	24,950
A	7140	150	ATHLETIC FACILITIES MAINTENANCE	Overtime	\$	5,900
A	7140	430	ATHLETIC FACILITIES MAINTENANCE	Contracted Services	\$	3,775
A	7140	450	ATHLETIC FACILITIES MAINTENANCE	Miscellaneous	\$	400
A	7140	455	ATHLETIC FACILITIES MAINTENANCE	Vehicle Maintenance	\$	850
A	7140	465	ATHLETIC FACILITIES MAINTENANCE	Equipment < \$5,000	\$	4,350
A	7140	810	ATHLETIC FACILITIES MAINTENANCE	NYS Retirement	\$	3,925
A	7140	830	ATHLETIC FACILITIES MAINTENANCE	Social Security	\$	475

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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	7141	420	RECREATION PROGRAMS AND EVENTS	Insurance	\$	1,325
A	7141	455	RECREATION PROGRAMS AND EVENTS	Vehicle Maintenance	\$	3,950
A	7180	140	SWIMMING POOLS	Temporary	\$	5,775
A	7180	410	SWIMMING POOLS	Utilities	\$	10,475
A	7180	420	SWIMMING POOLS	Insurance	\$	2,225
A	7180	430	SWIMMING POOLS	Contracted Services	\$	10,000
A	7180	450	SWIMMING POOLS	Miscellaneous	\$	1,275
A	7180	455	SWIMMING POOLS	Vehicle Maintenance	\$	25
A	7190	110	GOLF COURSE	Salaries	\$	9,150
A	7190	410	GOLF COURSE	Utilities	\$	6,850
A	7190	440	GOLF COURSE	Fees, Non-employee	\$	1,900
A	7190	450	GOLF COURSE	Miscellaneous	\$	150
A	7190	455	GOLF COURSE	Vehicle Maintenance	\$	5,725
A	7190	465	GOLF COURSE	Equipment < \$5,000	\$	1,175
A	7265	110	ICE ARENA	Salaries	\$	17,275
A	7265	130	ICE ARENA	Wages	\$	79,050
A	7265	140.0452	ICE ARENA	Temporary - concessions	\$	31,225
A	7265	150	ICE ARENA	Overtime	\$	19,575
A	7265	150.0452	ICE ARENA	Overtime - concessions	\$	300
A	7265	410	ICE ARENA	Utilities	\$	500
A	7265	430.0452	ICE ARENA	Contracted Services - concessions	\$	2,200
A	7265	455	ICE ARENA	Vehicle Maintenance	\$	6,900
A	7265	465.0452	ICE ARENA	Equipment < \$5,000 - concessions	\$	2,200
A	7265	810	ICE ARENA	NYS Retirement	\$	13,700
A	7265	810.0452	ICE ARENA	NYS Retirement - Concessions	\$	3,150
A	7265	830	ICE ARENA	Social Security	\$	7,675
A	7265	830.0452	ICE ARENA	Social Security - concessions	\$	2,350
A	8020	410	PLANNING	Utilities	\$	275
A	8020	440	PLANNING	Fees, Non-employee	\$	75
A	8020	460	PLANNING	Materials and Supplies	\$	50
A	8140	110	STORM SEWER	Salaries	\$	175
A	8140	130	STORM SEWER	Wages	\$	37,300

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Readopting Fiscal Year 2024-25
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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	8140	150	STORM SEWER	Overtime	\$	8,375
A	8140	455	STORM SEWER	Vehicle Maintenance	\$	1,675
A	8140	465	STORM SEWER	Equipment < \$5,000	\$	1,550
A	8140	830	STORM SEWER	Social Security	\$	1,825
A	8140	850	STORM SEWER	Health Insurance	\$	6,400
A	8160	120	REFUSE AND RECYCLE	Clerical	\$	600
A	8160	410	REFUSE AND RECYCLE	Utilities	\$	25
A	9050	800	OTHER EXPENSES	Unemployment Insurance	\$	48,675
A	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$	110,575
A	9730	700	OTHER EXPENSES	Bond Anticipation Note - Interest	\$	5,875
A	9788	600	OTHER EXPENSES	Lease - Principal	\$	23,975
A	9788	700	OTHER EXPENSES	Lease - Interest	\$	500
A	9950	900	OTHER EXPENSES	Capital Fund Transfer	\$	280,000
TOTAL					\$	<u>2,923,550</u>
A	1315	120	COMPTROLLER	Clerical	\$	(16,600)
A	1355	130	ASSESSMENT	Wages	\$	(25,100)
A	1440	110	ENGINEERING	Salaries	\$	(105,825)
A	1440	120	ENGINEERING	Clerical	\$	(9,650)
A	1440	430	ENGINEERING	Contracted Services	\$	(50,025)
A	1640	430	CENTRAL GARAGE	Contracted Services	\$	(31,950)
A	1680	130	INFORMATION TECHNOLOGY	Wages	\$	(34,175)
A	1680	250	INFORMATION TECHNOLOGY	Other Equipment	\$	(115,000)
A	1990	430	CONTINGENCY	Contracted Services	\$	(855,000)
A	3120	130	POLICE	Wages	\$	(116,975)
A	3120	850	POLICE	Health Insurance	\$	(132,250)
A	5010	140	MUNICIPAL MAINTENANCE	Temporary	\$	(25,250)
A	5010	430	MUNICIPAL MAINTENANCE	Contracted Services	\$	(73,050)
A	5010	460	MUNICIPAL MAINTENANCE	Materials and Supplies	\$	(28,125)
A	5010	850	MUNICIPAL MAINTENANCE	Health Insurance	\$	(7,075)
A	5110	130	MAINTENANCE OF ROADS	Wages	\$	(20,175)
A	5110	430	MAINTENANCE OF ROADS	Contracted Services	\$	(90,850)
A	5110	455	MAINTENANCE OF ROADS	Vehicle Maintenance	\$	(26,350)

RESOLUTION

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Readopting Fiscal Year 2024-25
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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	5142	455	SNOW REMOVAL	Vehicle Maintenance	\$	(30,350)
A	5184	430	HYDROELECTRIC PRODUCTION	Contracted Services	\$	(76,600)
A	5630	130	BUS	Wages	\$	(36,875)
A	5630	140	BUS	Temporary	\$	(51,350)
A	5630	230	BUS	Motor Vehicles	\$	(310,000)
A	5630	250	BUS	Other Equipment	\$	(50,000)
A	5630	430	BUS	Contracted Services	\$	(50,000)
A	5630	465	BUS	Equipment < \$5,000	\$	(67,375)
A	5650	430	CITY PARKING FACILITIES	Contracted Services	\$	(23,650)
A	7140	460	ATHLETIC FACILITIES MAINTENANCE	Materials and Supplies	\$	(11,475)
A	7180	460	SWIMMING POOLS	Materials and Supplies	\$	(10,000)
A	7190	250	GOLF COURSE	Other Equipment	\$	(88,250)
A	7265	460	ICE ARENA	Materials and Supplies	\$	(33,675)
A	8020	110	PLANNING	Salaries	\$	(59,675)
A	8020	120	PLANNING	Clerical	\$	(8,350)
A	8020	430	PLANNING	Contracted Services	\$	(216,275)
A	9065	800	OTHER EXPENSES	Medicare Reimbursements	\$	(36,225)
TOTAL					\$	<u>(2,923,550)</u>

RISK RETENTION FUNDRevenues

CS	.0909	Appropriated Fund Balance	\$	<u>45,000</u>
Total			\$	<u>45,000</u>

Expenditures

CS	1930	430	RISK RETENTION	Judgements & Claims	\$	<u>45,000</u>
Total					\$	<u>45,000</u>

TOURISM FUNDRevenues

CT	1113	Occupancy Tax	\$	<u>26,150</u>
Total			\$	<u>26,150</u>

Expenditures

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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

CT	9510	900	TOURISM	Transfer to General Fund	\$	26,150
	Total				\$	26,150

WATER FUNDExpenditures

F	1950	430	REAL PROPERTY TAXES	Contracted Services	\$	25
F	8310	110	WATER ADMINISTRATION	Salaries	\$	2,150
F	8310	120	WATER ADMINISTRATION	Clerical	\$	3,275
F	8310	130	WATER ADMINISTRATION	Wages	\$	3,650
F	8310	250	WATER ADMINISTRATION	Other Equipment	\$	3,450
F	8310	410	WATER ADMINISTRATION	Utilities	\$	100
F	8310	420	WATER ADMINISTRATION	Insurance	\$	75
F	8310	440	WATER ADMINISTRATION	Fees, Non-employee	\$	575
F	8310	450	WATER ADMINISTRATION	Miscellaneous	\$	875
F	8310	455	WATER ADMINISTRATION	Vehicle Maintenance	\$	100
F	8310	465	WATER ADMINISTRATION	Equipment < \$5,000	\$	475
F	8320	410	SOURCE OF SUPPLY, POWER & PUMPING	Utilities	\$	174,025
F	8320	420	SOURCE OF SUPPLY, POWER & PUMPING	Insurance	\$	275
F	8320	440	SOURCE OF SUPPLY, POWER & PUMPING	Fees, Non-employee	\$	25
F	8320	455	SOURCE OF SUPPLY, POWER & PUMPING	Vehicle Maintenance	\$	725
F	8330	150	WATER PURIFICATION	Overtime	\$	2,075
F	8330	410	WATER PURIFICATION	Utilities	\$	143,350
F	8330	420	WATER PURIFICATION	Insurance	\$	4,350
F	8330	850	WATER PURIFICATION	Health Insurance	\$	1,575
F	8340	110	TRANSMISSION AND DISTRIBUTION	Salaries	\$	3,925
F	8340	150	TRANSMISSION AND DISTRIBUTION	Overtime	\$	17,950
F	8340	460	TRANSMISSION AND DISTRIBUTION	Materials and Supplies	\$	25,150
F	8340	840	TRANSMISSION AND DISTRIBUTION	Workers' Compensation	\$	1,625
F	9040	800	OTHER EXPENSES	Worker's Compensation	\$	1,075
	TOTAL				\$	390,875
F	1990	430	CONTINGENCY	Contingency	\$	(140,000)

RESOLUTION

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Readopting Fiscal Year 2024-25
General Fund, Risk Retention Fund, Tourism
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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

F	8320	430	SOURCE OF SUPPLY, POWER & PUMPING	Contracted Services	\$	(24,000)
F	8320	465	SOURCE OF SUPPLY, POWER & PUMPING	Equipment < \$5,000	\$	(31,800)
F	8330	430	WATER PURIFICATION	Contracted Services	\$	(38,875)
F	8330	460	WATER PURIFICATION	Materials and Supplies	\$	(104,675)
F	8330	465	WATER PURIFICATION	Equipment < \$5,000	\$	(49,950)
F	8340	850	TRANSMISSION AND DISTRIBUTION	Health Insurance	\$	(1,575)
TOTAL						<u>\$ (390,875)</u>

SEWER FUNDExpenditures

G	8110	110	SEWER ADMINISTRATION	Salaries	\$	2,150
G	8110	120	SEWER ADMINISTRATION	Clerical	\$	3,275
G	8110	130	SEWER ADMINISTRATION	Wages	\$	3,500
G	8110	150	SEWER ADMINISTRATION	Overtime	\$	175
G	8110	250	SEWER ADMINISTRATION	Other Equipment	\$	3,450
G	8110	440	SEWER ADMINISTRATION	Fees, Non-employee	\$	575
G	8110	450	SEWER ADMINISTRATION	Miscellaneous	\$	1,350
G	8120	110	SANITARY SEWER	Salaries	\$	225
G	8120	150	SANITARY SEWER	Overtime	\$	2,750
G	8120	230	SANITARY SEWER	Motor Vehicles	\$	73,475
G	8120	410	SANITARY SEWER	Utilities	\$	3,300
G	8120	430	SANITARY SEWER	Contracted Services	\$	6,075
G	8120	465	SANITARY SEWER	Equipment < \$5,000	\$	19,750
G	8120	840	SANITARY SEWER	Workers' Compensation	\$	7,200
G	8120	850	SANITARY SEWER	Health Insurance	\$	5,400
G	8130	110	SEWAGE TREATMENT AND DISPOSAL	Salaries	\$	4,225
G	8130	150	SEWAGE TREATMENT AND DISPOSAL	Overtime	\$	1,150
G	8130	410	SEWAGE TREATMENT AND DISPOSAL	Utilities	\$	63,025
G	8130	440	SEWAGE TREATMENT AND DISPOSAL	Fees, Non-employee	\$	7,600
G	8130	465	SEWAGE TREATMENT AND DISPOSAL	Equipment < \$5,000	\$	5,100
G	9040	800	OTHER EXPENSES	Worker's Compensation	\$	1,475
G	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$	58,564

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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

G	9065	800	OTHER EXPENSES	Medicare Reimbursements	\$	5,100
G	9950	900	OTHER EXPENSES	Transfer to Capital Fund	\$	200,000
	Total				\$	478,889

G	1990	430	CONTINGENCY	Contracted Services	\$	(115,000)
G	8110	850	SEWER ADMINISTRATION	Health Insurance	\$	(4,050)
G	8120	460	SANITARY SEWER	Materials and Supplies	\$	(14,139)
G	8130	250	SEWAGE TREATMENT AND DISPOSAL	Other Equipment	\$	(205,475)
G	8130	460	SEWAGE TREATMENT AND DISPOSAL	Materials and Supplies	\$	(134,550)
G	8130	850	SEWAGE TREATMENT AND DISPOSAL	Health Insurance	\$	(5,675)
	Total				\$	(478,889)

LIBRARY FUNDExpenditures

L	7410	110	LIBRARY	Salaries	\$	4,450
L	7410	120	LIBRARY	Clerical	\$	16,225
L	7410	410	LIBRARY	Utilities	\$	4,425
L	7410	430	LIBRARY	Contracted Services	\$	350
L	7410	850	LIBRARY	Health Insurance	\$	10,325
L	9040	800	OTHER EXPENSES	Worker's Compensation	\$	525
L	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$	19,050
L	9065	800	OTHER EXPENSES	Medicare Reimbursements	\$	3,225
	Total				\$	58,575

L	1990	430	CONTINGENCY	Contracted Services	\$	(35,000)
L	7410	130	LIBRARY	Wages	\$	(23,575)
	Total				\$	(58,575)

SELF FUNDED HEALTH INSURANCE FUNDRevenue

MS	1270			Shared Service Charges	\$	(83,614)
	Total				\$	(83,614)

RESOLUTION

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Readopting Fiscal Year 2024-25
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Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Expenditures

MS	1710	420	SELF FUNDED HEALTH INSURANCE	Insurance	\$	11,175
MS	1710	440	SELF FUNDED HEALTH INSURANCE	Fees	\$	3,025
MS	1710	465	SELF FUNDED HEALTH INSURANCE	Equipment < \$5,000	\$	75
					\$	14,275
MS	1710	430	SELF FUNDED HEALTH INSURANCE	Contracted Services	\$	(14,275)
					\$	(14,275)

Seconded by _____

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Accepting a Dental and Vision Proposal from Guardian for the 2026-2027 Plan Years

The City's Dental and Vision contract with MetLife will end on December 31, 2025, and Mercer, the City's benefits broker, has completed a review comparison for renewal.

A total of six (6) competitive offers were received: Guardian, Excellus, Delta, MetLife, SunLife, and Unum. Of these six, it is the recommendation of staff that the City pursue a two-year contract with Guardian.

Guardian offers a comparable benefits package to MetLife while providing lower premiums. Dental and Vision coverage is provided to City employees at no cost to the City.

This transition is a strategic opportunity to enhance this aspect of our employee benefit program by delivering better employee pricing, broader access to care in our area, and improved service quality.

Attached for City Council review and consideration is a Resolution approving the plan.

RESOLUTION

Page 1 of 1

Accepting a Dental and Vision Proposal from Guardian
For the 2026-2027 Plan Years

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 Mercer serves as the City of Watertown’s benefits broker and has completed a competitive review process for Dental and Vision coverage for the 2026-2027 Plan Years, and

WHEREAS the City has received a total of six (6) competitive proposals for Dental and Vision coverage for the 2026-2027 Plan Years, and

WHEREAS Dental and Vision coverage is provided to City employees at no cost to the City, and

WHEREAS it is the recommendation of the City Staff that the City of Watertown accept the proposals presented by Mercer for Dental and Vision coverage for City employees through Guardian,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby accepts the two-year proposal to provide Dental and Vision coverage through Guardian to City employees at no cost to the City, and

BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized and directed to execute any Agreement pertaining to this proposal on behalf of the City of Watertown.

Seconded by_____

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Accepting a Proposal from UMR for Third-Party Administrative (TPA)
Services of our Medical Plan for the 2026-2028 Plan Years

The Third-Party Administrator (TPA) contract with UMR is set to expire on December 31, 2025. Mercer, the City's benefits broker, has completed a review and comparison of available options for renewal of TPA services for the City's medical plan.

The City received three (3) competitive proposals from UMR, Excellus, and MVP. Following review, the Health Insurance Review Advisory Committee recommends that the City of Watertown accept Mercer's recommendation to enter into a three-year contract with UMR for TPA services.

The UMR renewal proposal is attached for reference. UMR's proposal includes a comparative benefits summary for the 2025 plan year and maintains a competitive administrative fee. The proposed base administrative fee also includes their Telemedicine (Teladoc) program, with the addition of behavioral health services. This inclusion supports the City's goal of providing comprehensive and effective healthcare resources for employees.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting a Proposal from UMR for
Third-Party Administrative (TPA)
Services of our Medical Plan for the
2026-2028 Plan Years

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 Mercer serves as the City of Watertown’s benefits broker, and they have completed a competitive review process for Third-Party Administrative (TPA) services of our Medical Plan for the 2026-2028 Plan Years, and

WHEREAS the City has received a total of three (3) competitive proposals for Third-Party Administrative (TPA) services of our Medical Plan for the 2026-2028 Plan Years, and

WHEREAS it is the recommendation of the Health Insurance Review Advisory Committee that the City of Watertown accept the proposals presented by Mercer for Third-Party Administrative (TPA) services of our Medical Plan for City employees,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby accepts the three-year proposal to provide Third-Party Administrative (TPA) services of our medical plan for the 2026-2028 Plan Years through UMR, and,

BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized and directed to sign any Agreement pertaining to this proposal on behalf of the City of Watertown.

Seconded by _____

Customer Name : City of Watertown
Plan Renewal Date : 1/1/2026

All fees shown as per employee per month (PEPM) unless otherwise noted.

Proposed renewal fees assume all existing products and services written with UMR (known as The TPA) will be retained throughout the renewal period. New products and services may be added; however, proposed fees are subject to change and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2026	Renewal Fees 1/1/2027	Renewal Fees 1/1/2028
Medical claims	529	\$29.30	\$29.93	\$30.89	\$31.88
Medical client advisor commission		Net	Net	Net	Net
Required stop loss interface fee	529	Included	Included	Included	Included
Stop loss interface - If a non-preferred vendor is selected, this surcharge fee will also apply	529	Waived	Waived	Waived	Waived
UnitedHealthcare Options PPO ® network - access fee	529	Included	Included	Included	Included
COBRA administration	529	Included	Included	Included	Included
Utilization Management (UM)	529	Included	Included	Included	Included
Complex Condition CARE	529	\$2.14	\$2.14	\$2.14	\$2.14
External Pharmacy Benefit Manager (PBM) Interface	529	Included	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	529	Included	Included	Included	Included
Claim Fiduciary	529	Included	Included	Included	Included
Telemedicine (Teladoc)	529	Included	Included	Included	Included
- Behavioral Health addition			\$.30	\$.30	\$.30
CRS Reference - % of savings	529	25% with \$50,000 savings cap per claim	25% with \$50,000 savings cap per claim	25% with \$50,000 savings cap per claim	25% with \$50,000 savings cap per claim
Administrative Credit - Annually***		\$25,000	\$10,000	\$8,750	\$8,750
Projected Annual Administrative Cost:		\$160,996	\$195,484	\$202,828	\$209,113

OPTIONAL:

Plan Advisor	529	N/A	\$2.95	\$2.95	\$2.95
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Payment Integrity Programs:

- Advanced Claim Review/EDC Analyzer - 30% of savings and recoveries
- Subrogation - 25% / 33% of savings and recoveries
- Credit Balance Recovery - 35% of recoveries
- Prospective Fraud, Waste, & Abuse - 30% of savings and recoveries

Non-preferred vendor surcharge: The increase of the non-preferred stop loss vendor surcharge to \$5.00 PEPM is not applicable should stop loss remain with the incumbent vendor. If the stop loss moves to a different non-preferred vendor, then the fee increase would be applicable. If stop loss moves to a TPA preferred stop loss vendor the non-preferred vendor surcharge fee no longer applies.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees. For groups with less than 100 subscribers, OptumRx is required.

*** See attached exhibit(s) for additional details.

Plan Administration	Current Fees	Renewal Fees 1/1/2026
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
Claim reprocessing - per claim	\$25.00	\$25.00
New York surcharge filing and administration - annual fee	Included with medical administration	Included with medical administration
Summary Plan Document (SPD) Preparation Fee	Included with medical administration	Included with medical administration

Summary Plan Document (SPD) Booklet Printing	Cost plus postage	Cost plus postage
Summary Plan Document (SPD) Amendment	Included with medical administration	Included with medical administration
Summary Plan Document (SPD) Standard Restatement (Incorporate)	Included with medical administration	Included with medical administration
Full/Partial Summary of Benefits and Coverage (SBC) creation with data the TPA has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Two or more SBC requests per year	\$500.00 per SBC per benefit plan	\$500.00 per SBC per benefit plan
Inclusion of outside vendor data in SBC in the TPA standard format, e.g. carved out benefits (approval required)	\$1,000 per SBC per benefit plan	\$1,000 per SBC per benefit plan
Reporting		
Ad hoc reports and analysis - per hour (2 hours included with medical administration)	\$100.00	\$100.00

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Accepting a Pharmacy Proposal from ProAct for the 2026-2028 Plan Years

The City's pharmacy benefits contract with ProAct is set to expire on December 31, 2025. Mercer, the City's benefits broker, has completed a review and comparison of renewal options. The City received four (4) competitive proposals from ProAct, OptumRx, Excellus, and MVP.

Following review, the Health Insurance Review Advisory Committee recommends that the City of Watertown accept Mercer's recommendation to continue pharmacy benefits coverage for City employees through ProAct.

The cost summary is attached for reference. Final negotiations with ProAct resulted in a substantial improvement in rebate guarantees, yielding savings of approximately \$60,000 compared to their initial proposal.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting a Pharmacy Proposal from ProAct for the 2026-2028 Plan Years

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 Mercer serves as the City of Watertown’s benefits broker, and they have completed a competitive review process for Pharmacy coverage for the 2026-2028 Plan Years, and

WHEREAS the City has received a total of four (4) competitive proposals for Pharmacy coverage for the 2026-2028 Plan Years, and

WHEREAS it is the recommendation of the Health Insurance Review Advisory Committee that the City of Watertown accept the proposal presented by Mercer for Pharmacy coverage for City employees through ProAct,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby accepts the three-year proposal to provide Pharmacy coverage through ProAct to City employees, and

BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized and directed to sign any Agreement pertaining to this proposal on behalf of the City of Watertown.

Seconded by _____

National Pharmacy Network	Current Pricing	Guarantee Year 1	Guarantee Year 2	Guarantee Year 3
Administrative Fee (per Rx)	\$0.00	\$0.00	\$0.00	\$0.00
Retail 30 Pharmacy Network Discount				
Brand Drugs:	AWP minus 20.10%	AWP minus 19.00%	AWP minus 19.10%	AWP minus 19.20%
Brand Dispensing Fee (per Rx):	\$0.90	\$0.90	\$0.90	\$0.90
Generic Drugs:	AWP minus 86.10%	AWP minus 85.00%	AWP minus 85.10%	AWP minus 85.20%
Generic Dispensing Fee (per Rx):	\$0.90	\$0.90	\$0.90	\$0.90
Retail 90 Pharmacy Network Discount				
Brand Drugs:	AWP minus 22.20%	AWP minus 22.00%	AWP minus 22.10%	AWP minus 22.20%
Brand Dispensing Fee (per Rx):	\$0.00	\$0.00	\$0.00	\$0.00
Generic Drugs:	AWP minus 88.10%	AWP minus 86.00%	AWP minus 86.10%	AWP minus 86.20%
Generic Dispensing Fee (per Rx):	\$0.00	\$0.00	\$0.00	\$0.00
Mail Service Pharmacy Discount				
Brand Drugs:	AWP minus 26.60%	AWP minus 26.50%	AWP minus 26.60%	AWP minus 26.70%
Brand Dispensing Fee (per Rx):	\$0.00	\$0.00	\$0.00	\$0.00
Generic Drugs:	AWP minus 88.00%	AWP minus 87.00%	AWP minus 87.10%	AWP minus 87.20%
Generic Dispensing Fee (per Rx):	\$0.00	\$0.00	\$0.00	\$0.00
Specialty Pharmacy Discount				
Specialty Drugs:	AWP minus 20.85%	AWP minus 21.00%	AWP minus 21.10%	AWP minus 21.20%
Specialty Dispensing Fee (per Rx):	\$0.00	\$0.00	\$0.00	\$0.00
Manufacturers' Rebates Paid to the Client				
CORE				
Minimum Per Retail 30 Brand Rx:	\$329.36	\$359.66	\$377.65	\$396.53
Minimum Per Retail 90 Brand Rx:	\$744.51	\$813.01	\$853.66	\$896.34
Minimum Per Mail Order Brand Rx:	\$946.22	\$1,033.27	\$1,084.93	\$1,139.18
Minimum Per Specialty Brand Rx:	\$3,878.01	\$4,234.78	\$4,446.51	\$4,668.84

October 20, 2025

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Accepting an Ancillary Voluntary Coverage Proposal from Guardian

Pursuant to the transition to Guardian, additional ancillary coverage options are now available to the management employee group, as well as to any interested bargaining units.

The City received four (4) competitive proposals from Guardian, MetLife, SunLife, and Unum. Following a review of these offers, it is the City's recommendation to engage with Guardian, as their proposal provides the most competitive rates at no cost to the City. Through Guardian, management employees will have the opportunity to voluntarily purchase life, accident, critical illness, and hospital indemnity insurance. The same opportunity is also extended to the bargaining units, which may choose to participate at their discretion.

A comparison of the proposals is attached for reference.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting an Ancillary Voluntary Coverage
Proposal from Guardian

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 Mercer serves as the City of Watertown's benefits broker, and they have completed a competitive review process for Ancillary Voluntary Coverage for Management employees, and

WHEREAS the City has received a total of four (4) competitive proposals for Ancillary Voluntary Coverage, and

WHEREAS it is the City's recommendation that the City of Watertown accept the proposal presented by Mercer for Ancillary Voluntary Coverage for management employees, and bargaining units at their discretion, through Guardian at no cost to the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby accepts the proposal to provide Ancillary Voluntary Coverage for employees through Guardian at nocost to the City, and

BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized and directed to sign any Agreement pertaining to this proposal on behalf of the City of Watertown.

Seconded by _____

Hospital Indemnity	Metlife	Guardian	Sun Life	Unum
Low Plan / High Plan				
Class Definition	All eligible employees	All eligible employees	N/A	All FT employees
Hospital Admission	\$500 / \$1,000	\$750		\$1,000
Hospital Admissions Per Year	4x	2x		1x
Hospital Confinement	\$100 per day	\$100 per day		
Hospital Consecutive Confinement Days Per Year	31 days	15 days		
Pre-Existing Conditions	No pre ex	3 / 12		6 / 6
Minimum Participation Requirement*	None	15% / 10 enrolled lives		10 lives or 5%
Rate Guarantee	36 months	24 months		36 months
Monthly Rate	Metlife	Guardian	Sun Life	Unum
Low Plan / High Plan				
Employee Only	\$5.45 / \$8.30	\$9.96	N/A	\$18.05
Employee + Spouse	\$14.22 / \$21.89	\$20.76		\$34.81
Employee + Child(ren)	\$10.44 / \$15.51	\$16.54		\$24.51
Employee + Family	\$19.21 / \$29.1	\$27.34		\$41.27

Critical Illness	Metlife	Guardian	Sun Life	Unum
Class Definition	All eligible employees	All eligible employees	All Active FT Employees Working 20+ Hours	All FT employees
Select Covered Conditions	Heart Attack, Stroke, Cancer and More	Heart Attack, Stroke, Cancer and More	Heart Attack, Stroke, Cancer and More	Heart Attack, Stroke, Cancer and More
Benefit Amounts	\$15,000 / \$30,000	\$10,000 increments to \$30,000	\$10,000 increments to \$40,000	\$10,000 increments to \$30,000
Spouse Benefit	50% of the employee amount	100% of the employee amount	100% of the employee amount	50% of the employee amount
Child Benefit	50% of the employee amount	50% of the employee amount	50% of the employee amount	50% of the employee amount
Pre-Existing Condition	No pre-ex coverage	No pre-ex coverage	6 / 6	6 / 6
Wellness Benefit	\$50 per covered person	\$50 per covered person	\$50 per covered person	\$50 per covered person
Annual Open Enrollment	Yes	Yes	Yes	Yes
Minimum Participation Requirement*	None	None	15%	10 lives or 5%
Rate Guarantee	36 months	36 months	36 months	36 months
Rates		Guardian	Sun Life	Unum
	Based on age & coverage tier	Based on age & coverage tier	Based on age & coverage tier	Based on age & coverage tier

Voluntary Life & AD/D	Metlife	Guardian	Sun Life	Unum
Class Definition	All Active FT Employees Working 30 Hours	All eligible employees	All eligible employees	All Active FT Employees Working 30 Hours
Employee Life/AD&D Benefit	\$10,000 Increments	\$10,000 Increments	\$10,000 Increments	\$10,000 Increments
Employee Life/AD&D Max	\$200,000	\$200,000	\$200,000	\$500,000
Employee Guaranteed Issue	\$50,000	\$100,000	\$150,000	\$80,000
Age Reduction	No age reduction	Reduce by 35% at age 65, 60% at age 70, 75% at age 75, 85% at age 80	Reduce by 33% at age 70 &, 50% at age 75	Reduce by 35% at age 70 &, 50% at age 75
Spouse Life/AD&D Benefit	\$5,000 Increments	\$5,000 Increments	\$5,000 Increments	\$5,000 Increments
Spouse Life/AD&D Max	\$100,000 not to exceed 50% of employee election	\$100,000 not to exceed 100% of employee election	\$100,000 not to exceed 50% of employee election	\$100,000 not to exceed 100% of employee election
Spouse Guaranteed Issue	\$25,000	\$25,000	\$50,000	\$15,000
Child Guaranteed Issue	\$10,000	\$10,000	\$10,000	\$10,000
Minimum Participation Requirement*		20% or 10 lives	20%	20% or 10 lives
Rate Guarantee	24 months	24 months	24 months	36 months
Employee Life Monthly Rate per \$1,000 Age Band	MetLife (EE & SP same cost)	Guardian (EE & SP same cost)	Sun Life (higher costs for spouse)	Unum
15-24	\$0.089	\$0.060	\$0.076	\$0.070
25-29	\$0.089	\$0.060	\$0.076	\$0.080
30-44	\$0.096	\$0.063	\$0.076	\$0.120
35-39	\$0.126	\$0.086	\$0.102	\$0.170
40-44	\$0.182	\$0.127	\$0.146	\$0.240
45-49	\$0.289	\$0.204	\$0.234	\$0.380
50-54	\$0.463	\$0.338	\$0.347	\$0.540
55-59	\$0.712	\$0.548	\$0.539	\$0.820
60-64	\$1.061	\$0.880	\$0.824	\$1.030
65-69	\$1.753	\$1.812	\$1.146	\$1.270
70-74	\$2.816	\$3.400	\$2.241	\$2.330
75-79	\$2.816	\$3.400	\$4.850	\$8.240
80-84	\$2.816	\$3.400	\$9.620	\$8.240
85+	\$2.816	\$3.400	\$18.815	\$8.240
Child	\$0.149	\$0.140	\$0.217	\$0.371
AD&D Monthly Rate Per \$1,000	Metlife	Guardian	Sun Life	Unum
Employee	\$0.021	\$0.023	\$0.030	\$0.041
Spouse	\$0.021	\$0.023	\$0.030	\$0.041
Child(ren)	\$0.051	\$0.023	\$0.071	\$0.041

Accident Insurance	Metlife	Guardian	Sun Life	Unum
Low Plan / High Plan		Low Plan / High Plan		
Class Definition	All eligible employees	All eligible employees	All Active FT Employees Working 20+ Hours	All Active FT Employees Working 20+ Hours
Ambulance (Ground)	\$300 / \$400	\$200 / \$100	\$300	\$300
Burns	Up to \$10,000 / Up to \$15,000	Up to \$12,000 / Up to \$6,000	Up to \$10,000	Up to \$10,000
Concussion	\$250 / \$500	\$200 / \$50	\$100	\$200
Dislocations	Up to \$8,000 / Up to \$10,000	Up to \$5,000 / Up to \$2,000	Up to \$4,000	Up to \$3,375
Cuts / Lacerations	Up to \$400 / Up to \$700	Up to \$400 / Up to \$200	Up to \$500	Up to \$600
Fractures	Up to \$8,000 / Up to \$10,000	Up to \$6,000 / Up to \$3,000	Up to \$6,000	Up to \$4,500
Minimum Participation Requirement*	None	5 lives	5 lives	10 lives or 5%
Rate Guarantee	36 months	36 months	36 months	36 months
Monthly Rate	Metlife	Guardian	Sun Life	Unum
Low Plan / High Plan		Low Plan / High Plan		
Employee Only	\$4.64 / \$6.96	\$7.23 / \$3.30	\$5.04	\$13.13
Employee + Spouse	\$9.14 / \$13.62	\$11.83 / \$5.40	\$8.35	\$23.20
Employee + Child(ren)	\$10.64 / \$15.78	\$12.33 / \$5.42	\$9.85	\$25.47
Employee + Family	\$12.76 / \$18.94	\$16.93 / \$7.52	\$13.16	\$35.54

* Dependent on body part / specifics to the claim

Ord No. 1

October 20, 2025

To: The Honorable Mayor and City Council

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

Subject: Amending the Code of the City of Watertown § 310: Zoning Article III – District Uses, Article VII – Supplemental Regulations and Article XVI – Definitions Regarding Marijuana Dispensaries, Retail

At its meeting on September 2, 2025, the City Council repealed, in part, the Local Law that opted out of permitting the licensing and establishment of dispensaries within the City, effectively opting back in.

At its meeting on September 15, 2025, the City Council directed Planning Staff to work with the City's attorneys at Bond, Schoeneck & King as well as the City's Planning Commission to develop local Zoning regulations to govern dispensaries within the City. While the New York State Office of Cannabis Management (OCM) issues licenses to dispensaries, the state does allow municipalities to pass local laws and regulations governing the time, place, and manner that dispensaries operate in the municipality.

Staff presented a draft Zoning Amendment to the Planning Commission at the Commission's October 7, 2025, meeting. Following detailed discussion regarding the proposed language, the Planning Commission determined that regulations governing distance from cemeteries and wider landscaped buffers than the Commercial District would otherwise require when abutting a Residential District were both unnecessary. After removing these two lines of Code, the Planning Commission voted 4-1 to recommend that the City Council approve the proposed Zoning Amendment as written.

The Ordinance attached for City Council consideration approves the proposed amendment *as recommended by the Planning Commission*. The City Council must hold a public hearing on the ordinance before it may vote.

A Copy of Staff's original report to the Planning Commission on this topic is attached. The minutes from the Planning Commission's October 7, 2025, meeting will be included in the City Council's November 3, 2025, Agenda materials. Staff will also prepare a SEQRA Resolution for City Council consideration at that meeting.

Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, November 3, 2025.

ORDINANCE

Page 1 of 3

Amending the Code of the City of Watertown § 310, Zoning; Article III – District Uses, Article VII – Supplemental Regulations and Article XVI – Definitions Regarding Marijuana Dispensaries, Retail

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 _____

BE IT ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 310, Zoning as follows, with **bold** text added and struck through text eliminated:

§ 310-18. Use Table

	D	UMU	NMU	C	R	PC	IND	P&OS
Marijuana Dispensaries, Retail				S SUP				

and,

BE IT FURTHER ORDAINED that Chapter § 310 of the City Code of the City of Watertown is amended as follows, with **bold** text added and struck-through text eliminated:

§ 320-75. Marijuana Dispensary, Retail

A. On-site Consumption

(1) No on-site consumption of Cannabis Products shall be permitted at a Marijuana Retail Dispensary.

(2) On-site Cannabis Consumption Lounges are prohibited.

B. Hours of Operation: A Marijuana Retail Dispensary shall not be allowed to operate between the hours of 9:00 p.m. and 8:00 a.m.

C. Proximity to other uses:

(1) A Marijuana Retail Dispensary shall not be located on the same road and within 500 feet of a building and its grounds occupied exclusively as school grounds, as defined in Section 409(2) of the New York State Education Law. The distance between the dispensary and the school shall be measured from the door of the Marijuana Retail Dispensary to the property line of the school.

ORDINANCE

Page 2 of 3

Amending the Code of the City of Watertown § 310, Zoning; Article III – District Uses, Article VII – Supplemental Regulations and Article XVI – Definitions Regarding Marijuana Dispensaries, Retail

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

- (2) **A Marijuana Retail Dispensary shall not be located on the same road and within 200 feet of a building and its grounds occupied exclusively as a house of worship. The distance between the dispensary and the house of worship shall be measured from the door of the Marijuana Retail Dispensary to the property line of the house of worship.**

and,

BE IT FURTHER ORDAINED that Chapter § 310-150 (C) is amended as follows, with **bold** text added and struck-through text eliminated:

MARIJUANA DISPENSARY, RETAIL

A business that is registered to operate in the State of New York that ~~sells or otherwise distributes marijuana.~~ **engages in the Retail Sale of Cannabis Products.**

MARIJUANA

All parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. Cannabis does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Neither hemp nor cannabinoid hemp are included.

CANNABIS PRODUCTS

Cannabis, concentrated Cannabis, and Cannabis-infused products for use by a consumer.

CANNABIS CONSUMPTION

The use of a cannabis product in, on, or by the human body for the product's cannabinoid content.

ORDINANCE

Page 3 of 3

Amending the Code of the City of
Watertown § 310, Zoning; Article III –
District Uses, Article VII – Supplemental
Regulations and Article XVI – Definitions
Regarding Marijuana Dispensaries, Retail

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

RETAIL SALE OF CANNABIS PRODUCTS

To solicit or receive an order for, to keep or expose for sale, and to keep with intent to sell, made by any licensed person, whether principal, proprietor, agent, or employee, of any Cannabis or Cannabis Products.

ON-SITE CANNABIS CONSUMPTION LOUNGE

Any person or business that is licensed under the provisions of New York State Law to permit adult-use on-site consumption of cannabis products at a specified location.

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 _____



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601
PHONE: 315-785-7741 – FAX: 315-782-9014

TO: Planning Commission Members

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

SUBJECT: Amending Chapter 310 – Zoning, of the City Code; Article III – District Uses, Article VII – Supplemental Regulations and Article XVI – Definitions, regarding Marijuana Dispensaries, Retail

DATE: October 2, 2025

When the City Council adopted the City's current Zoning Ordinance on February 21, 2023, the Use Table contained in Article III – District Uses identified "Marijuana Dispensaries, Retail" as a potential use, subject to opt-in/opt-out status under the New York State Office of Cannabis Management. On the above date of adoption, the City was opted out. The Zoning Ordinance contains the following definition for the use:

MARIJUANA DISPENSARIES, RETAIL: *A business that is registered to operate in the State of New York that sells or otherwise distributes marijuana.*

On September 2, 2025, the City Council repealed in part the Local Law that opted out of permitting the licensing and establishment of dispensaries within the City, effectively opting back in. However, by subjecting "Marijuana Dispensaries, Retail" to opt-in/opt-out status, the Use Table accounted for the possibility that the City might opt-in, and regulates where they would be allowed accordingly.

Specifically, the Use Table allows "Marijuana Dispensaries, Retail" in the Commercial District only, an area which primarily encompasses Arsenal Street, Western Boulevard, Commerce Park Drive and a small segment of State Street at the east end of the City.

The Use Table also contains a column titled, "Supplemental Regulations," which appears at the far-right side of the table. If a use is marked with an "X" in this column, that indicates that there are additional rules governing that use to ensure proper oversight. The Zoning Ordinance identifies these rules in Article VII – Supplemental Regulations.

In the weeks since the City Council opted in to allowing dispensaries, Planning Staff has worked with the City's attorneys at Bond, Schoeneck & King to write Supplemental Regulations for dispensaries within the City of Watertown, as well as other proposed additions and amendments to the Zoning Ordinance to help the City appropriately regulate cannabis sales within the City boundaries.

First, the Supplemental Regulations proposed include:

- Locally codifying the prohibition of on-site consumption of cannabis products
- Prohibiting On-site Cannabis Consumption Lounges
- Limiting hours of operation to 8 a.m. – 9 p.m.
- Locally codifying the New York State prohibitions regarding proximity to schools and houses of worship
- Prohibiting dispensaries within 100 feet of a cemetery
- Requirement for a 30-foot landscaped buffer when abutting a Residential District

A second proposed change is to require a Special Use Permit for a Marijuana Dispensary, Retail use. Although dispensaries are currently allowed in the Commercial District, they are only subject to Site Plan Approval. Modifying this to require a Special Use Permit would provide the City with additional oversight authority.

Finally, there are five new proposed definitions, including:

- “Marijuana”
- “Cannabis Products”
- “Cannabis Consumption”
- “Retail Sale of Cannabis Products”
- “On-site Cannabis Consumption Lounge”

A full copy of a draft Zoning Amendment containing all proposed changes and additions is attached to this Staff Report.

Any Zoning Amendment would require referral to the Jefferson County Planning Board pursuant to Section 239-m of New York State General Municipal Law. Barring any unforeseen issues, Staff will refer this amendment to the County for consideration at its Tuesday, October, 28, 2025 meeting, six days prior to the City Council meeting on November 3, 2025.

However, while the City Council may not act on a Zoning Ordinance Amendment until after the County Planning Board considers it, the City Planning Commission is not similarly restricted from voting on a recommendation to City Council. If the Planning Commission concludes that the amendment is acceptable either as written or with minor changes, it may vote at its October 7, 2025 meeting to recommend that City Council approve the amendment.

If the Planning Commission determines that the proposed amendment is unacceptable as written, and requests significant changes or presents Staff with inquiries that require extensive additional research, then Staff would recommend scheduling a special Planning Commission meeting later in October.

cc: City Council Members

City of Watertown
Ordinance No. __ of the Year 2025
An Ordinance Establishing Zoning Requirements for
Marijuana Retail Dispensaries

Be it ordained by the Common Council of the City of Watertown (the “Council”) as follows:

WHEREAS, the purpose of this Ordinance to establish rules governing the time, place, and manner of the operation of Marijuana Retail Dispensaries in the City of Watertown, and

WHEREAS, the City of Watertown is authorized to enact this Ordinance by the authority and power of New York State General City Law, General Municipal Law, Municipal Home Rule Law, and the Statute of Local Governments, and

WHEREAS, this Ordinance shall: (1) add Section 310-75 to the City of Watertown Zoning Ordinance, related to the regulation of the time, place, and manner of the operation of Marijuana Retail Dispensaries and On-Site Cannabis Consumption Lounges; (2) amend the Use Chart found at Section 310-18; and (3) add definitions at Section 310-150, and

WHEREAS, the Council has considered the provisions of Article 8 of the Environmental Conservation Law (“SEQRA”) and the regulations adopted thereunder at 6 NYCRR Part 617 and finds that the proposed amendments to the Zoning Law will not result in any significant adverse environmental impacts. Therefore, no further review is required under SEQRA, and

NOW THEREFORE, BE IT ORDAINED that Section 310-150 (Definitions; word usage.) of this Ordinance shall be amended as follows (additions in **bold red underlined** type):

MARIJUANA DISPENSARY, RETAIL

A business that is registered to operate in the State of New York that ~~sells or otherwise distributes marijuana.~~ **engages in the Retail Sale of Cannabis Products.**

MARIJUANA

All parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. Cannabis does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Neither hemp nor cannabinoid hemp are included.

CANNABIS PRODUCTS

Cannabis, concentrated Cannabis, and Cannabis-infused products for use by a consumer.

CANNABIS CONSUMPTION

The use of a cannabis product in, on, or by the human body for the product's cannabinoid content.

RETAIL SALE OF CANNABIS PRODUCTS

To solicit or receive an order for, to keep or expose for sale, and to keep with intent to sell, made by any licensed person, whether principal, proprietor, agent, or employee, of any Cannabis or Cannabis Products.

ON-SITE CANNABIS CONSUMPTION LOUNGE

Any person or business that is licensed under the provisions of New York State Law to permit adult-use on-site consumption of cannabis products at a specified location.

BE IT FURTHER ORDAINED that Section 310-18 (Use Chart) of the Zoning Ordinance shall be amended as follows:

c. COMMERCIAL	D	UMU	NMU	C	R	PC	IND	P&OS	Supp Regs
Adult Use							SUP		X
Amusement, Recreation, or Entertainment (Indoor)	S	S		S		S	S		X
Amusement, Recreation, or Entertainment (Outdoor)				S		S	S	SUP	X
Bar, Restaurant, Café, Brewpub	DR	S	SUP	S		S	S		
Brewery/Distillery/Winery (Micro)	DR	S	SUP	S		SUP	P		
Brewery/Distillery/Winery		SUP		SUP		SUP	SUP		
Day Care Center	S	S	S	S		S	S		
Day Care Center, Accessory	S	S	S	S		S	S		
Day Care, Adult		S	S			S			
Day Care, Family	P	P	P	P	P	P			
Walk-up Window, Accessory	P	P	P	P		S	P	P	
Drive Through, Accessory		SUP	SUP	S			S		X
Funeral Home		DR	DR	DR	DR	DR			
Retail, Neighborhood	DR	S	S	S		SUP	S		X
Retail, General and Service	S	S	S	S			S		
Shopping Center	S	S		S			S		
Golf Course					S			S	
Hospital						S			
Clinic	S	S	SUP	S		S	S		
Mixed-Use Building	S	S	SUP						
Nightclub	SUP			SUP					X
Offices	S	S	SUP	S		S	S		
Private Clubs	DR	S	SUP	DR				S	
Theater	DR	DR		DR		DR			
Vending Lot		DR	DR	DR			DR		X
Marijuana Dispensaries/Retail* subject to opt-in/opt-out status				SUP S					X

BE IT FURTHER ORDAINED that Section 310-75 (Marijuana Dispensary, Retail) shall be added to the Zoning Ordinance as follows:

Sec. 310-75 Marijuana Dispensary, Retail

A. On-site Consumption

(1) No on-site consumption of Cannabis Products shall be permitted at a Marijuana Retail Dispensary.

(2) On-site Cannabis Consumption Lounges are prohibited.

B. Hours of Operation: A Marijuana Retail Dispensary shall not be allowed to operate between the hours of 9:00 p.m. and 8:00 a.m.

C. Proximity to other uses:

(1) A Marijuana Retail Dispensary shall not be located on the same road and within 500 feet of a building and its grounds occupied exclusively as school grounds, as defined in Section 409(2) of the New York State Education Law. The distance between the dispensary and the school shall be measured from the door of the Marijuana Retail Dispensary to the property line of the school.

(2) A Marijuana Retail Dispensary shall not be located on the same road and within 200 feet of a building and its grounds occupied exclusively as a house of worship. The distance between the dispensary and the house of worship shall be measured from the door of the Marijuana Retail Dispensary to the property line of the house of worship.

(3) A Marijuana Retail Dispensary shall not be located on the same road and within 100 feet grounds occupied exclusively as a cemetery. The distance between the dispensary and the cemetery shall be measured from the door of the Marijuana Retail Dispensary to the property line of the cemetery.

D. Landscape and Buffer requirements:

(1) A landscaped strip must be provided to separate a Marijuana Retail Dispensary from any parcel zoned Residential (R). The required landscaped strip shall be a minimum of thirty feet (30') wide.

Tabled Resolution

October 20, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Demolition Project – Various Properties – Buckley’s Excavating & Landscaping LLC

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Demolition Project – Various Properties, per City specifications and publicly opened and read the sealed bids on September 17, 2025, at 11:00 a.m. EST. Bids were provided to five (5) plan houses and nineteen (19) potential vendors.

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

Vendor Name, Address, Point of Contact and Email Address			Buckley's Excavating & Landscaping LLC	Independent Commercial Contractors Inc.	Bronze Contracting LLC	D&S Excavating LLC
			152 State Highway 12B	27004 Loomis Road	9188 State Route 12	106 Putnam Estate Dr.
			Sherburne, NY 13460	Lorraine, NY 13659	Remsen, NY 13438	Frankfort, NY 13340
			James Barker, Estimator james@buckleys-excavating.com	Barbara W. DeYear, President iccinc99@gmail.com	James Muha, Estimator jmuha@Bronzecontracting.com	Darwin Putnam dputnam69@yahoo.com
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount	Bid Amount
518 Coffeen Street	2 story single family to include all structures on lot	7-08-203.000	\$30,600.00	\$29,000.00	\$29,500.00	\$58,000.00
308 Waltham Street	2 story single family to include all structures on lot	7-07-305.000	\$19,700.00	\$24,000.00	\$24,800.00	\$28,000.00
247 Main Street West	2 story duplex, structure fire has been demolished. To include all structures on lot	2-01-313.000	\$22,000.00	\$29,000.00	\$26,800.00	\$30,000.00
235 Rutland Street North	2 story, 7-unit apartment, structure fire, has been demolished. To include all structures on lot	6-07-201.000	\$22,500.00	\$14,000.00	\$53,800.00	\$52,000.00
Total Bid Amount			\$94,800.00	\$96,000.00	\$134,900.00	\$168,000.00

The Purchasing Manager and Code Enforcement Supervisor reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total bid amount for the Demolition Project – Various Properties to Buckley’s Excavating & Landscaping, LLC as the lowest responsive bidder at a total bid amount of **\$94,800.00**.

The Demolition Project – Various Properties will be funded by the General Fund as appropriated by the City Council within the fiscal year 2025-26 Adopted Budget.

This resolution was presented to Council on October 6, 2025 and tabled for further review.

RESOLUTION

Page 1 of 1

Accepting Bid for Demolition Project – Various Properties – Buckley’s Excavating & Landscaping LLC

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 Council Member Lisa A. Ruggiero

WHEREAS the City desires to abate and demolish the existing structures located at the following sites: 518 Coffeen Street, 308 Waltham Street, 247 Main Street West, and 235 Rutland Street North, and

WHEREAS the Purchasing Department advertised and received four (4) sealed bids for the Demolition Project – Various Properties, and

WHEREAS on September 17, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup, reviewed the bids received with the Code Enforcement Supervisor, and it is their recommendation that the City Council accept the lowest responsive bid submitted by Buckley’s Excavating & Landscaping, LLC, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the total bid amount received from Buckley’s Excavating & Landscaping, LLC in the amount of \$94,800.00, and

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

Seconded by Council Member Clifford G. Olney III

October 15, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – September 2025

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last September, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$143,543 or 98.69%. In comparison to the budget projection for the month, revenue was down \$149,856 or 98.74%. Additionally, the City had to purchase electricity from National Grid for \$41,838 as the City did not produce enough to cover its accounts' usage. The year-to-date actual revenue is down \$1,468,673 or 99.14%, while the year-to-date revenue on a budget basis is down \$505,322 or 98.73%.

	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Actual</u> <u>2025-26</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 165,435	\$ 380,883	\$ 793,352	\$ 152,826	\$ (640,526)	(80.74%)
August	\$ 157,460	\$ 26,670	\$ 688,115	\$ 3,512	\$ (684,603)	(99.49%)
September	\$ 442,559	\$ 181	\$ 145,453	\$ 1,909	\$ (143,543)	(98.69%)
October	\$ 216,702	\$ 184,779	\$ 79,259			
November	\$ 373,674	\$ 682,240	\$ 209,619			
December	\$ 533,542	\$ 826,789	\$ 542,585			
January	\$ 522,759	\$ 533,340	\$ 359,155			
February	\$ 477,279	\$ 626,162	\$ 195,739			
March	\$ 612,321	\$ 923,928	\$ 747,418			
April	\$ 872,321	\$ 785,870	\$ 905,006			
May	\$ 471,237	\$ 446,726	\$ 1,022,190			
June	<u>\$ 234,979</u>	<u>\$ 377,657</u>	<u>\$ 451,656</u>			
YTD	<u>\$5,080,268</u>	<u>\$5,795,225</u>	<u>\$6,139,548</u>	<u>\$ 158,248</u>	<u>\$(1,468,673)</u>	<u>(99.14%)</u>

	<u>Original</u> <u>Budget</u> <u>2025-26</u>	<u>Actual</u> <u>2025-26</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 352,202	\$ 152,826	\$ (199,376)	(56.61%)	\$ 21,157
August	\$ 159,603	\$ 3,512	\$ (156,091)	(97.80%)	\$ 45,825
September	\$ 151,765	\$ 1,909	\$ (149,856)	(98.74%)	\$ 41,838
October	\$ 344,078				
November	\$ 641,102				
December	\$ 548,789				
January	\$ 409,739				
February	\$ 324,176				
March	\$ 607,067				
April	\$ 893,601				
May	\$ 663,278				
June	<u>\$ 429,600</u>				
YTD	<u>\$5,525,000</u>	<u>\$ 158,248</u>	<u>\$ (505,322)</u>	<u>(98.73%)</u>	<u>\$ 108,820</u>

October 15, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – September 2025

Sales tax revenue was up \$113,195 or 4.33% compared to last September. In comparison to the budget projection for the month, sales tax was up \$145,894 or 5.65%. For the quarter, which is the true measurement period for how sales tax is performing, sales tax was up \$428,013 or 6.19% compared to the same quarter last year. On a budget basis the quarterly sales tax was up \$514,489 or 7.53%. The year-to-date actual receipts are up \$428,013 or 6.19%, while the year-to-date receipts on a budget basis are up \$514,489 or 7.53%.

						Monthly % Inc/(Dec)to Prior Year	Quarterly % Inc/(Dec)to Prior Year
	Actual 2022-23	Actual 2023-24	Actual 2024-25	Actual 2025-26	Variance		
July	\$ 2,035,333	\$ 2,353,567	\$ 2,143,817	\$ 2,284,149	\$ 140,332	6.55%	
August	\$ 2,008,482	\$ 2,186,214	\$ 2,158,407	\$ 2,332,892	\$ 174,485	8.08%	
September	\$ 2,757,376	\$ 2,490,458	\$ 2,615,865	\$ 2,729,060	\$ 113,195	4.33%	6.19%
October	\$ 1,847,562	\$ 1,907,106	\$ 1,867,195				
November	\$ 1,818,188	\$ 1,904,366	\$ 1,893,395				
December	\$ 2,232,223	\$ 2,223,964	\$ 2,437,266				N/A
January	\$ 1,849,036	\$ 1,851,962	\$ 1,888,207				
February	\$ 1,643,774	\$ 1,645,921	\$ 1,638,527				
March	\$ 2,041,305	\$ 1,899,459	\$ 2,114,743				N/A
April	\$ 1,888,370	\$ 1,908,041	\$ 1,970,112				
May	\$ 1,835,982	\$ 1,970,375	\$ 1,987,411				
June	<u>\$ 2,566,086</u>	<u>\$ 2,542,299</u>	<u>\$ 2,423,378</u>				N/A
YTD	<u>\$ 24,614,716</u>	<u>\$ 24,883,732</u>	<u>\$ 25,138,323</u>	<u>\$ 7,346,101</u>	<u>\$ 428,0138</u>	<u>6.19%</u>	
			Original Budget 2025-26	Actual 2025-26	Variance	%	%
July			\$ 2,117,019	\$ 2,284,149	\$ 167,130	7.89%	
August			\$ 2,131,427	\$ 2,332,892	\$ 201,465	9.45%	
September			\$ 2,583,166	\$ 2,729,060	\$ 145,894	5.65%	7.53%
October			\$ 1,843,855				
November			\$ 1,869,728				
December			\$ 2,406,800				N/A
January			\$ 1,864,605				
February			\$ 1,618,045				
March			\$ 2,088,308				N/A
April			\$ 1,789,981				
May			\$ 1,848,458				
June			<u>\$ 2,393,608</u>				N/A
YTD			<u>\$ 24,555,000</u>	<u>\$ 7,346,101</u>	<u>\$ 514,489</u>	<u>7.53%</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.