

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, March 16, 2026
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 16, 2026, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- Resolution No. 1 - Repealing the February 3, 2025 Flag Policy and Reinstating the Flag Policy Adopted May 6, 2024
- Resolution No. 2 - Approving School Resource Officer Agreement with Watertown City School District
- Resolution No. 3 - Accepting Bid for Demolition Project – Various Properties, Independent Commercial Properties, Inc.
- Resolution No. 4 - Accepting Bid for Demolition Project – 518 Coffeen Street, Bronze Contracting, LLC.
- Resolution No. 5 - Accepting Bid for Demolition Project – 531 Bradley Street, D&S Excavating, LLC.
- Resolution No. 6 - Approving the Sale of a Portion of Real Property Known as 424 Vanduzee Street, Portion of Parcel Number 1-18-102.000, to Walldroff Properties, LLC

Resolution No. 7 - Readopting Fiscal Year 2025-26 through 2029-30 Capital Fund Budget to add Settled Water Line Replacement Project

Resolution No. 8 - Accepting Professional Services Agreement with Wright Pierce for the replacement of the Water Treatment Plants Settled Water Line

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Community Development Block Grant (CDBG) 2026-2030 Consolidated Plan and 2026 Annual Action Plan Update

NEW BUSINESS

EXECUTIVE SESSION

To discuss proposed, pending or current litigation.

To discuss the employment history of a particular individual or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation.

To discuss collective bargaining.

ADJOURNMENT

WORK SESSION

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 6, 2026.

Res No. 1

March 16, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Repealing the February 3, 2025 Flag Policy and Reinstating the Flag Policy Adopted May 6, 2024

This report presents a resolution to repeal the City Flag Policy adopted on February 3, 2025, and reinstate the City's prior flag policy adopted on May 6, 2024 governing displays at City buildings. The reinstated policy limits flag displays to the United States flag, New York State flag, City of Watertown flag, POW/MIA flag, and Tree City USA flag.

The resolution would take effect immediately upon Council approval.

RESOLUTION

Page 1 of 1

Repealing the February 3, 2025 Flag
Policy and Reinstating the Flag Policy
Adopted May 6, 2024

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, on February 3, 2025, the City Council adopted a policy allowing flags of governments recognized by the United States, commemorative flags, or organizational flags to be displayed at City buildings upon approval by resolution of the City Council, and

WHEREAS, the City Council has determined it is in the best interest of the City to repeal the policy adopted February 3, 2025 and return to the prior flag policy adopted May 6, 2024 governing the display of flags at City buildings, and

WHEREAS, the prior policy adopted May 6, 2024 provides for the display at City buildings of the United States flag, New York State flag, City of Watertown flag, POW/MIA flag, and Tree City USA flag,

NOW THEREFORE BE IT RESOLVED, that the City Council hereby repeals the flag policy adopted on February 3, 2025, and

BE IT FURTHER RESOLVED, that the City Council hereby reinstates the City of Watertown Flag Policy adopted by Resolution No. 6 on May 6, 2024, which provides for the display of the United States flag, New York State flag, City of Watertown flag, POW/MIA flag, and Tree City USA flag at City buildings, and

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

Seconded by _____

Res No. 2

March 16, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Approving School Resource Officer Agreement with Watertown City School District

The City provides a School Resource Officer (SRO) to the Watertown City School District. The Agreement between the City and the School District for the SRO expires on June 30, 2026. A proposed successor contract has been drafted for consideration by the City Council.

The agreement is essentially the same previous agreement except for the following changes:

- This agreement will now be for two years instead of one.
- The 2026/2027 school year fee will be \$700 per day compared to the prior \$663 per day.
- The 2027/2028 school year fee will be \$720 per day.

The City will continue to bill the District monthly for services provided.

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

WATERTOWN CITY SCHOOL DISTRICT
Watertown, New York

RESOLUTION

Board of Education

John A. Cain III, President
Culley T. Gosier, Vice President
Tina M. Fluno
Jason B. Harrington
Rande S. Richardson
Melanie R. Stano
Vacant

Yea	Nay
✓	
✓	
✓	
Excused	
✓	
✓	
_____	_____

Motion By Melanie Stano

March 3, 2026

RESOLVED, That an Agreement By and Between the City of Watertown and the Watertown City School District for a School Resource Officer for the period of July 1 2026, and expiring two (2) years on June 30, 2028, is hereby approved.

Seconded By Culley Gosier

RESOLUTION

Page 1 of 1

Approving School Resource Officer
Agreement with Watertown City
School District

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown possesses authority over the Watertown Police Department, which was created as a department and agency of the City government by Charter, and

WHEREAS it is the intent and desire of the City of Watertown and the Watertown City School District to provide for services of a School Resource Officer,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the School Resource Officer Agreement between the City of Watertown and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

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

Seconded by _____

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between the Watertown City School District ("District"), and the City of Watertown ("City").

W I T N E S S E T H:

WHEREAS the City possesses authority over the Watertown Police Department, which has been created as a department and agency of city government by Charter; and

WHEREAS it is the intent and desire of the City and District to provide for the services of a School Resource Officer ("SRO") as set forth herein,

NOW THEREFORE in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the District and the City as follows:

ARTICLE I

Term

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such District school sites as more fully described herein below for a term commencing on July 1, 2026, and expiring two (2) years on June 30, 2028. It is expressly agreed and understood that the District and the City shall not be bound hereby beyond the foregoing two (2) year term.

ARTICLE II

Rights And Duties of The City

The City shall provide an SRO and SRO services as follows:

(A) Training

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as an SRO, the City shall certify in writing to the Superintendent of the District that such person has had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (*e.g.*, D.A.R.E.).

(B) Assignment of the SRO

(1) The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve at Watertown High School, Case Middle School and Wiley School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the District,

the City Manager of the City of Watertown, and the Chief of Police of the City. In addition, the SRO shall perform services on an as-needed basis in the Watertown School District's elementary schools (Knickerbocker, North, Ohio, Sherman, Starbuck), and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the Administration Lieutenant within the Watertown Police Department, who, as the SRO's immediate supervisor, will work with the school administration of the District in providing for the rendition of SRO services as outlined herein.

(3) In addition to the SRO, Watertown High School, Case Middle School and Wiley School will each have a School Safety Officer (SSO). The SSOs are District employees and are not supervised by the SRO. However, the SRO and SSOs should communicate throughout each workday to facilitate school safety and security. Since the SRO is an active police officer, and is employed by the jurisdiction in which the District is located, the SSOs should take direction from the SRO during ongoing incidents and emergencies.

(4) In the event the assigned SRO is absent, the City may provide a road patrol officer with SRO training to fulfill the duties of the SRO during his/her absence, as long as the platoon can still cover the six primary city zones.

(C) Regular Duty Hours of the SRO

(1) The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer employed by the City. It is agreed and understood that pursuant to clause (D) (11) below, the SRO will from time to time be expected to attend meetings of parents/faculty and school functions on request of a principal and/or Superintendent.

(D) Primary Duties of SRO

(1) The main duty for the SRO shall be the safety and security of the Watertown High School campus, with his/her assigned schools being Watertown High School, Case Middle School and Wiley School. Assistance at the other elementary schools will be provided by the SRO when/if available or WPD road patrol will be called.

(2) The SRO shall be present on campus and be visible in an active effort to deter potential issues in their assigned schools.

(3) The SRO shall actively engage with students and staff to help develop a positive rapport in their assigned schools.

(4) The principal, school administration, school SSOs or other staff of the District may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities

occurring on school property or at school sponsored functions. SROs shall also advise the SSO and District of incidents or activities possibly giving rise to criminal or juvenile violations.

(5) The SRO shall assist school principals in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the school property or during school sponsored events.

(6) The SRO may conduct investigations relating to any crime related to the students in the schools that the SRO is assigned.

(7) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to District Policy, Watertown Police Department Policy, New York State law, and other legal requirements with regard to such interviews.

(8) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(9) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or District disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of District disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(10) The SRO shall give assistance to law enforcement officers in matters regarding their school assignment, whenever necessary.

(11) The SRO shall make themselves available for conferences with students, parents, and faculty members to assist with problems of law enforcement or of a crime prevention nature.

(12) The SRO shall become familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal in writing if a referral has been made.

(13) The SRO shall participate in the mandated New York State practice lockdowns with the eight (8) District schools as well as the two parochial schools (IHC and Faith Fellowship School). Currently, four (4) practice lockdowns per school are mandated each school year, thus a total of 40 practice lockdowns need to be completed.

(14) The SRO shall conduct a daily morning traffic detail – at 7:00 a.m. in front of the high school in marked patrol vehicle with emergency lights activated for traffic detail until 7:30 a.m. for the first two weeks of September and as needed thereafter as determined by the WPD Administration Lieutenant and the School District's principal.

(15) The SRO shall conduct a daily afternoon campus patrol detail. The detail will commence at the time of the Watertown High School dismissal and will continue until at least 2:45 p.m. The SRO will patrol the area of the school campus as well as neighboring streets in an effort to deter fights and any other issues that could potentially arise.

- (16) The SRO shall participate in and/or attend the following school functions:
- All varsity home football games
 - All Dances (homecoming/winter dance/prom)
 - With the option to do basketball, soccer, and lacrosse games at the request of the school. If the SRO is not available, they will be responsible for notifying an on-duty WPD supervisor, so that a replacement may be assigned. If this occurs, the District will be responsible for reimbursing the City of Watertown for the actual cost of that officer's coverage, whether regular pay or overtime pay.

(17) Every other year, the SRO shall coordinate and conduct a large-scale safety presentation in the spring that specifically targets the Junior and Senior class with regards to prom and graduation – ex: Mock DWI Crash Simulation.

(18) The SRO shall be a safety officer on the school safety team/safety committee and attend all school safety meetings throughout the school year.

(19) The SRO shall attend school safety training classes/seminars throughout the school year as requested by the Watertown Police Department and/or the District Superintendent.

(20) The SRO is encouraged to become an active member of outside organizations directly related to school, such as the Youth Court of Jefferson County.

(21) The SRO shall keep a daily log on the SRO office computer that documents daily activity and will submit monthly reports to the WPD Administration Lieutenant.

(22) The SRO shall attend Superintendent hearings at the District Office at the request of a principal and/or Superintendent.

- (23) The SRO shall assist with:
- Off campus School-related complaints, with WPD on-duty supervisor authorization.

- After hours school-related emergency complaints, with on-duty supervisor authorization.
- Home visits
- Truancy issues.
- Multiple daily walkthroughs throughout the buildings

(24) The SRO shall not detain or question students about their immigration status.

(25) SROs shall comply with all applicable laws, regulations, and School District policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case SROs shall comply with all applicable laws, regulations, and School District policies in connection with such arrest.

(E) Secondary Duties of the SRO.

(1) The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; law; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs.

(2) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(3) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of laws, the role of the police officer, and the police mission.

(4) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

ARTICLE III

Rights and Duties of the District

The District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Watertown City School District to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to a properly lit private office which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, a desk chair, two office chairs, a worktable, filing cabinet, and office supplies.
- (D) Access to a computer.
- (E) Cell phone service.
- (F) A complete copy of the District's policy manual concerning students.

ARTICLE IV **Financing of the SRO program**

The District shall pay the City for School Resource Officer (SRO) services in accordance with the terms of this Agreement for a two-year period covering Fiscal Years 2026/2027 and 2027/2028.

For Fiscal Year 2026/2027, the District shall pay the City \$700.00 per day (8 hours) per SRO for the duties agreed to in this Agreement. Services shall be billed at a rate of \$87.50 per hour per SRO for any partial days or extra services provided outside of a normal school day, such as athletic events.

For Fiscal Year 2027/2028, the District shall pay the City \$720.00 per day (8 hours) per SRO for the duties agreed to in this Agreement. Services shall be billed at a rate of \$90.00 per hour per SRO for any partial days or extra services provided outside of a normal school day, such as athletic events.

The City will bill the District monthly for services provided. For auditing purposes, invoices shall include days and hours worked by each officer and the associated cost.

ARTICLE V **Employment status of the SRO**

The SRO shall be an employee of the Watertown Police Department and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Watertown Police Department.

ARTICLE VI **Appointment of SRO**

(A) The City Manager shall assign officers who are qualified to be an SRO. An Interview Committee composed of the Superintendent, the Director of Personnel for the District, two (2) principals appointed by the Superintendent, and the Chief of Police will interview any candidate or candidates when practical.

(B) SRO applicants must meet the following requirements:

- (1) The applicant must be a volunteer for the position of SRO.
- (2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.
- (3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(D) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be forwarded to the City Manager, who shall appoint officers from the list of those recommended.

ARTICLE VII

Dismissal of SRO/Replacement

(A) In the event a principal of a school to which an SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment in the program be reviewed and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager. If the City Manager so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The City Manager or Chief of Police may reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of the City of Watertown.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City Manager shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment, unless there are no eligible (trained) candidates available.

As soon as practicable, the Interview Committee following the process set out in Article VI shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

ARTICLE VIII
Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon sixty (60) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE IX
Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent of Schools
Watertown City School District
District Offices
1351 Washington Street
Watertown, NY 13601

City Manager
City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601

ARTICLE X
Good Faith

The School Board, the City Manager, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE XI
Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII
Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District's School Board and City Council is obtained.

ARTICLE XIII
Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV
Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

City of Watertown

By: _____
Henricus F. Wagenaar, City Manager

Watertown City School District

By: _____
Dr. Larry C. Schmiegel, Superintendent of Schools

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this ____ day of _____, 2026, before me personally came
Henricus F. Wagenaar, who being by me duly sworn, did depose and say that he is City Manager of
the City of Watertown, the City described herein, and which executed the foregoing instrument; and
that he signed his name thereto by order of said City Council.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this ____ day of _____, 2026, before me personally came
Dr. Larry C. Schmiegel, who being by me duly sworn, did depose and say that he resides in
Watertown, New York; that he is Superintendent of Schools, for the Watertown City School District,
the District described herein, and which executed the foregoing instrument; and that he signed his
name thereto by order of said School Board of the Watertown City School District.

Notary Public

Res No. 3

March 16, 2026

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Demolition Project – Various Properties, Independent Commercial Properties, Inc.

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 February 26, 2026, at 11:00 a.m. EST. Bids were provided to six (6) plan houses and twenty-one (21) potential vendors.

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

Vendor Name and Address			Independent Commercial Contractors, Inc.	Buckley's Excavating & Landscaping LLC	D&S Excavating, LLC	Bronze Contracting, LLC
			27004 Loomis Road Lorraine, NY 13659	152 State Highway 12B Sherburne, NY 13460	106 Putnam Estate Drive Frankfort, NY 13340	9188 State Route 12 Remsen, NY 13438
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount	Bid Amount
308 Waltham Street	2 story single family to include all structures on lot	7-07-305.000	\$19,000.00	\$20,176.90	\$22,800.00	\$19,650.00
247 Main Street West	2 story duplex, structure fire has been demolished. To include all structures on lot	2-01-313.000	\$21,000.00	\$22,189.35	\$25,000.00	\$21,200.00
235 Rutland Street North	2 story, 7-unit apartment, structure fire, has been demolished. To include all structures on lot	6-07-201.000	\$21,000.00	\$22,529.54	\$45,000.00	\$53,400.00
Total Bid Amount			\$61,000.00	\$64,895.79	\$92,800.00	\$94,250.00

Vendor Name and Address			Dan's Hauling & Demo, Inc.	Sessler Environmental Services, LLC	Yannuzzi Group, Inc.
			PO Box 585 West Sand Lake, NY 12196	1330 Research Forest Macedon, NY 14502	135 Kinnelon Road, Suite 102 Kinnelon, NJ 07405
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount
308 Waltham Street	2 story single family to include all structures on lot	7-07-305.000	\$29,000.00	\$44,900.00	\$99,500.00
247 Main Street West	2 story duplex, structure fire has been demolished. To include all structures on lot	2-01-313.000	\$40,000.00	\$41,900.00	\$99,500.00
235 Rutland Street North	2 story, 7-unit apartment, structure fire, has been demolished. To include all structures on lot	6-07-201.000	\$79,500.00	\$91,450.00	\$114,000.00
Total Bid Amount			\$148,500.00	\$178,250.00	\$313,000.00

The Purchasing Manager, Code Enforcement Supervisor, and City Engineer 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 Independent Commercial Contractors, Inc. as the lowest responsive responsible bidder at a total bid amount of **\$61,000.00**.

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.

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



CITY OF WATERTOWN, NEW YORK

CITY HALL, ROOM 206

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Demolition Project - Various Properties

Bid / RFP Number:

Bid #2026-01

Opening Date:

Thursday, February 26, 2026 @ 11:00 AM

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

Vendor Name and Address

**Independent Commercial
Contractors, Inc.**

**Buckley's Excavating &
Landscaping LLC**

D&S Excavating, LLC

Bronze Contracting, LLC

27004 Loomis Road

152 State Highway 12B

106 Putnam Estate Drive

9188 State Route 12

Lorraine, NY 13659

Sherburne, NY 13460

Frankfort, NY 13340

Remsen, NY 13438

Property Address

Description of Property

Tax Map Parcel

Bid Amount

Bid Amount

Bid Amount

Bid Amount

308 Waltham Street

2 story single family to
include all structures on lot

7-07-305.000

\$19,000.00

\$20,176.90

\$22,800.00

\$19,650.00

247 Main Street West

2 story duplex, structure fire
has been demolished. To
include all structures on lot

2-01-313.000

\$21,000.00

\$22,189.35

\$25,000.00

\$21,200.00

235 Rutland Street North

2 story, 7-unit apartment,
structure fire, has been
demolished. To include all
structures on lot

6-07-201.000

\$21,000.00

\$22,529.54

\$45,000.00

\$53,400.00

Total Bid Amount

\$61,000.00

\$64,895.79

\$92,800.00

\$94,250.00



CITY OF WATERTOWN, NEW YORK

CITY HALL, ROOM 206

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Demolition Project - Various Properties

Bid / RFP Number:

Bid #2026-01

Opening Date:

Thursday, February 26, 2026 @ 11:00 AM

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

Vendor Name and Address

Dan's Hauling & Demo, Inc.

**Sessler Environmental Services,
LLC**

Yannuzzi Group, Inc.

PO Box 585

1330 Research Forest

135 Kinnelon Road, Suite 102

West Sand Lake, NY 12196

Macedon, NY 14502

Kinnelon, NJ 07405

Property Address

Description of Property

Tax Map Parcel

Bid Amount

Bid Amount

Bid Amount

Bid Amount

308 Waltham Street

2 story single family to
include all structures on lot

7-07-305.000

\$29,000.00

\$44,900.00

\$99,500.00

247 Main Street West

2 story duplex, structure fire
has been demolished. To
include all structures on lot

2-01-313.000

\$40,000.00

\$41,900.00

\$99,500.00

235 Rutland Street North

2 story, 7-unit apartment,
structure fire, has been
demolished. To include all
structures on lot

6-07-201.000

\$79,500.00

\$91,450.00

\$114,000.00

Total Bid Amount

\$148,500.00

\$178,250.00

\$313,000.00

\$0.00

RESOLUTION

Page 1 of 1

Accepting Bid for Demolition Project – Various Properties, Independent Commercial Properties, Inc.

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

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

WHEREAS the Purchasing Department advertised and received seven (7) sealed bids for the Demolition Project – Various Properties, and

WHEREAS on February 26, 2026, 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 City Engineer and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Independent Commercial Contractors, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the total bid amount received from Independent Commercial Contractors, Inc. in the amount of \$61,000.00, and

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

Seconded by _____

Res No. 4

March 16, 2026

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Demolition Project – 518 Coffeen Street, Bronze Contracting, LLC.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Demolition Project – 518 Coffeen Street, per City specifications and publicly opened and read the sealed bids on February 26, 2026, at 11:15 a.m. EST. Bids were provided to six (6) plan houses and twenty-one (21) potential vendors.

The Purchasing Department received eight (8) sealed bid submittals and the bid tabulations are shown below:

Vendor Name and Address			Bronze Contracting, LLC	Independent Commercial Contractors, Inc.	Buckley's Excavating & Landscaping LLC	D&S Excavating, LLC
			9188 State Route 12 Remsen, NY 13438	27004 Loomis Road Lorraine, NY 13659	152 State Highway 12B Sherburne, NY 13460	106 Putnam Estate Drive Frankfort, NY 13340
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount	Bid Amount
518 Coffeen Street	2 story, 4-unit apartment building- to include ALL structures on lot	7-08-203.000	\$28,625.00	\$33,000.00	\$35,000.00	\$39,400.00
518 Coffeen Street	2 story, 4-unit apartment building- to include the main structure (house) ONLY	7-08-203.000	\$28,000.00	\$28,000.00	\$30,000.00	\$29,400.00
518 Coffeen Street	2 story, 4-unit apartment building- to include the accessory structure(garage) ONLY	7-08-203.000	\$6,732.00	\$5,000.00	\$15,000.00	\$9,500.00
Vendor Name and Address			EBD Construction Services	Dan's Hauling & Demo, Inc.	Sesiler Environmental Services, LLC	Yannuzzi Group, Inc.
			400 Ingham Ave. Lackawanna, NY 14218	PO Box 585 West Sand Lake, NY 12196	1330 Research Forest Macedon, NY 14502	135 Kinnelon Road, Suite 102 Kinnelon, NJ 07405
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount	Bid Amount
518 Coffeen Street	2 story, 4-unit apartment building- to include ALL structures on lot	7-08-203.000	\$55,780.00	\$75,000.00	\$86,850.00	\$137,000.00
518 Coffeen Street	2 story, 4-unit apartment building- to include the main structure (house) ONLY	7-08-203.000	\$44,480.00	\$66,000.00	\$69,950.00	\$99,500.00
518 Coffeen Street	2 story, 4-unit apartment building- to include the accessory structure(garage) ONLY	7-08-203.000	\$17,790.00	\$16,900.00	\$16,900.00	\$118,000.00

The Purchasing Manager, Code Enforcement Supervisor, and City Engineer reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total bid amount for the Demolition Project – 518 Coffeen Street to Bronze Contracting, LLC as the lowest responsive responsible bidder at a total bid amount of **\$28,625.00**.

The Demolition Project – 518 Coffeen Street will be funded by the General Fund as appropriated by the City Council within the fiscal year 2025-26 Adopted Budget.

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

**CITY OF WATERTOWN, NEW YORK**

CITY HALL, ROOM 206

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	Demolition Project - 518 Coffeen Street
Bid / RFP Number:	Bid #2026-02
Opening Date:	Thursday, February 26, 2026 @ 11:15 AM

The following results are bids as presented at the bid opening and do not represent an award.**Vendor Name and Address****EBD Construction Services****Dan's Hauling & Demo, Inc.****Sessler Environmental Services,
LLC****Yannuzzi Group, Inc.**

400 Ingham Ave.

PO Box 585

1330 Research Forest

135 Kinnelon Road, Suite 102

Lackawanna, NY 14218

West Sand Lake, NY 12196

Macedon, NY 14502

Kinnelon, NJ 07405

Eric Hurlburt, Estimator

Dan Wolfe

Rostam Bahadori, Project Manager

John Yannuzzi, President

Erich@ebdinc.comdemodan@danshauling.comRbahadori@sesslerenv.comAnthony@yannuzzigroup.com

Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount	Bid Amount
518 Coffeen Street	2 story, 4-unit apartment building- to include ALL structures on lot	7-08-203.000	\$55,780.00	\$75,000.00	\$86,850.00	\$137,000.00
518 Coffeen Street	2 story, 4-unit apartment building- to include the main structure (house) ONLY	7-08-203.000	\$44,480.00	\$66,000.00	\$69,950.00	\$99,500.00
518 Coffeen Street	2 story, 4-unit apartment building- to include the accessory structure(garage) ONLY	7-08-203.000	\$17,790.00	\$16,900.00	\$16,900.00	\$118,000.00
	Additional Notes		N/A	N/A	Garage portion of the work is contingent upon award of the house demolition. Due to mobilization, equipment, permitting, and disposal costs, it is not feasible to perform the garage demolition at the proposed price as a standalone project.	
Addendum Acknowledgement (if any)			Y	Y	N	N
Bid Bond or Check (B / C)			B	B	B	B
Non-Collusive Bidding Certificate			Y	Y	Y	Y
Certificate of Compliance with the Iran Divestment Act			Y	Y	Y	Y
Sexual Harassment Form			Y	Y	Y	Y
Certificate of Contractor Registry			Y	Y	Y	Y
SAM's & NYS Debarred			N	N	N	N

RESOLUTION

Page 1 of 1

Accepting Bid for Demolition Project – 518
Coffeen Street, Bronze Contracting, LLC.

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to abate and demolish the existing structures located at 518 Coffeen Street, Watertown, N.Y., and

WHEREAS the Purchasing Department advertised and received eight (8) sealed bids for the Demolition Project – 518 Coffeen Street, and

WHEREAS on February 26, 2026, at 11:15 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 City Engineer and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Bronze Contracting, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the total bid amount (all structures on lot option) received from Bronze Contracting, LLC in the amount of \$28,625.00, and

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

Seconded by _____

Res No. 5

March 16, 2026

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Demolition Project – 531 Bradley Street, D&S Excavating, LLC.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Demolition Project – 531 Bradley Street, per City specifications and publicly opened and read the sealed bids on February 26, 2026, at 11:30 a.m. EST. Bids were provided to six (6) plan houses and twenty-one (21) potential vendors.

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

Vendor Name and Address			D&S Excavating, LLC	Bronze Contracting, LLC	Buckley's Excavating & Landscaping LLC
			106 Putnam Estate Drive Frankfort, NY 13340	9188 State Route 12 Remsen, NY 13438	152 State Highway 12B Sherburne, NY 13460
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount
531 Bradley Street	2 story single family to include all structures on lot	1-15-204.000	\$24,800.00	\$26,300.00	\$29,904.19

Vendor Name and Address			Sessler Environmental Services, LLC	Dan's Hauling & Demo, Inc.	EBD Construction Services
			1330 Research Forest Macedon, NY 14502	PO Box 585 West Sand Lake, NY 12196	400 Ingham Ave. Lackawanna, NY 14218
Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount
531 Bradley Street	2 story single family to include all structures on lot	1-15-204.000	\$47,300.00	\$48,600.00	\$33,790.00

The Purchasing Manager and Planning and Community Development Director reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total bid amount for the Demolition Project – 531 Bradley Street to D&S Excavating, LLC as the lowest responsive responsible bidder at a total bid amount of **\$24,800.00**.

The Demolition Project – 531 Bradley Street will be funded using Community Development Block Grant (CDBG) funds from the City's 2024 Annual Action Plan. CDBG funds will also be used to cover costs associated with air monitoring during the demolition and for tipping fees at the landfill.

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



CITY OF WATERTOWN, NEW YORK

CITY HALL, ROOM 206

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Demolition Project - 531 Bradley Street

Bid / RFP Number:

Bid #2026-03

Opening Date:

Thursday, February 26, 2026 @ 11:30 AM

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

Vendor Name and Address

D&S Excavating, LLC

Bronze Contracting, LLC

Buckley's Excavating &
Landscaping LLC

EBD Construction Services

106 Putnam Estate Drive

9188 State Route 12

152 State Highway 12B

400 Ingham Ave.

Frankfort, NY 13340

Remsen, NY 13438

Sherburne, NY 13460

Lackawanna, NY 14218

Property Address

Description of Property

Tax Map Parcel

Bid Amount

Bid Amount

Bid Amount

Bid Amount

531 Bradley Street

2 story single family to
include all structures on lot

1-15-204.000

\$24,800.00

\$26,300.00

\$29,904.19

\$33,790.00



CITY OF WATERTOWN, NEW YORK

CITY HALL, ROOM 206

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Demolition Project - 531 Bradley Street

Bid / RFP Number:

Bid #2026-03

Opening Date:

Thursday, February 26, 2026 @ 11:30 AM

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

Vendor Name and Address

Sessler Environmental Services,
LLC

Dan's Hauling & Demo, Inc.

1330 Research Forest

PO Box 585

Macedon, NY 14502

West Sand Lake, NY 12196

Property Address	Description of Property	Tax Map Parcel	Bid Amount	Bid Amount	Bid Amount	Bid Amount
531 Bradley Street	2 story single family to include all structures on lot	1-15-204.000	\$47,300.00	\$48,600.00		

RESOLUTION

Page 1 of 1

Accepting Bid for Demolition Project – 531
Bradley Street, D&S Excavating, LLC.

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to abate and demolish the existing structures located at 531 Bradley Street, Watertown, N.Y., and

WHEREAS the Purchasing Department advertised and received six (6) sealed bids for the Demolition Project – 531 Bradley Street, and

WHEREAS on February 26, 2026, at 11:30 a.m. the bids received were publicly opened and read, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the total bid amount received from D&S Excavating LLC in the amount of \$24,800.00, and

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

Seconded by _____

March 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving the Sale of a Portion of Real Property Known as 424 Vanduzee Street, Portion of Parcel Number 1-18-102.000, to Walldroff Properties, LLC

Walldroff Properties, LLC has submitted an offer to purchase a portion of real property owned by the City of Watertown known as part of 424 Vanduzee Street, City of Watertown, New York, Tax Map Number 1-18-102.000, consisting of an approximately 0.75-acre parcel together with all building and improvements thereon.

Walldroff Properties, LLC has indicated that the purpose of acquiring the subject property is to facilitate the expansion of an existing parking area associated with its adjacent property. Any such improvements would be subject to all applicable zoning, site plan review, subdivision approval, and permitting requirements.

The proposed purchase price for the property is Eight Thousand Dollars (\$8,000.00).

Staff, in coordination with the City Attorney, has negotiated a Real Estate Purchase and Sale Agreement outlining the terms and conditions of the proposed transaction. Walldroff Properties, LLC will be responsible, at its sole cost and expense, for obtaining and paying for all surveys, subdivision mapping, application fees, and related professional costs necessary to subdivide the subject property from the City's remaining lands.

The City's obligation to close on the transaction is contingent upon the rezoning of the subject property from its current designation of Urban Mixed Use with Waterfront Overlay to either Urban Mixed Use or Industrial zoning, subject to compliance with all applicable zoning, land use, and environmental review procedures.

The City Council previously considered and approved the related zoning and Waterfront Overlay District modification affecting the subject property in order to facilitate the potential conveyance of a portion of the City-owned parcel to an adjacent property owner and the expansion of a parking area associated with the adjacent property.

As part of that action, the City Council completed its review under the State Environmental Quality Review Act (SEQRA) and issued a Negative Declaration determining that the zoning amendment and related actions, including the potential subdivision, conveyance of property, and subsequent site improvements, would not have a significant impact on the environment.

The proposed sale is contingent upon approval by the City Council.

The attached resolution approves the sale of a portion of 424 Vanduzee Street, Parcel Number 1-18-102.000, to Walldroff Properties, LLC, and authorizes the Mayor to execute the documents associated with the sale.

RESOLUTION

Page 1 of 2

Approving the Sale of a Portion of Real Property Known as 424 Vanduzee Street, Portion of Parcel Number 1-18-102.000, to Walldroff Properties, LLC

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS Walldroff Properties, LLC has submitted an offer to purchase a portion of real property owned by the City of Watertown known as part of 424 Vanduzee Street, City of Watertown, New York, Parcel Number 1-18-102.000, consisting of an approximately 0.75-acre parcel together with all building and improvements thereon, and

WHEREAS the proposed purchase price for said property is Eight Thousand Dollars (\$8,000.00), to be paid in cash at closing, and

WHEREAS pursuant to the Real Estate Purchase and Sale Agreement between the City of Watertown and Walldroff Properties, LLC, the purchaser has agreed to be solely responsible for all costs and fees associated with obtaining a survey and subdivision approval necessary to subdivide the subject property from the City's remaining lands, and

WHEREAS the purchaser's obligations under the Purchase and Sale Agreement are further contingent upon the proposed rezoning of the subject property from its current designation of Urban Mixed Use with Waterfront Overlay to either Urban Mixed Use without Waterfront Overlay or to Industrial Zoning, in accordance with applicable laws, procedures, and required approvals, and

WHEREAS the City Council previously considered and approved the related zoning and Waterfront Overlay District modification affecting the subject property in order to facilitate the conveyance of a portion of the City-owned parcel to an adjacent property owner and the expansion of a parking area associated with the adjacent property, and

WHEREAS the proposed sale is contingent upon approval by the City Council and the execution of a bargain and sale deed with lien covenant conveying good and marketable title, subject only to permitted easements, covenants, and restrictions of record, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Quality Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

RESOLUTION

Page 2 of 2

Approving the Sale of a Portion of Real Property Known as 424 Vanduzee Street, Portion of Parcel Number 1-18-102.000, to Walldroff Properties, LLC

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

WHEREAS the City Council previously completed its review under the State Environmental Quality Review Act (SEQRA) with respect to the zoning amendment and related actions affecting the subject property and issued a Negative Declaration determining that such actions would not have a significant impact on the environment, and

WHEREAS the City Council considered the “Whole Action,” including the zoning amendment, potential subdivision of the property, conveyance of the subject parcel, and any subsequent site improvements during its prior SEQRA review, and

WHEREAS the City Council has determined that the subject property is surplus and not required for any present or future municipal purpose,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the attached purchase offer of \$8,000.00 submitted by Walldroff Properties, LLC, for the purchase of a portion of Parcel Number 1-18-102.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the City Council acknowledges that the environmental review required under the State Environmental review required under the State Environmental Quality Review Act (SEQRA) for the zoning amendment and related actions affecting the subject property has previously been completed and a Negative Declaration issued, and the proposed sale of land is consistent with that determination and will not result in any additional significant environmental impacts, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, empowered, and directed to effectuate the sale of said real property to Walldroff Properties, LLC, and to execute and deliver the deed and any other documents or instruments necessary to carry out the purposes set forth herein upon receipt of the purchase price by the City Comptroller.

Seconded by _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT, by and between

WALLDROFF PROPERTIES, LLC

444 Vanduzee Street, Watertown, New York 13601

(“Purchaser”)

and

CITY OF WATERTOWN

245 Washington Street, Watertown, New York 13601

(“Seller”)

as follows:

A. PURPOSE.

This Agreement is intended as a formal understanding and binding contractual commitment for Seller to sell, and Purchaser to buy, certain real estate and the improvements thereon. The terms and conditions of this transaction, and the obligations and promises of the parties in connection with it, are as stated in this document.

B. PROPERTY.

The property to be sold by Seller and acquired by Purchaser (collectively, the "Property" or the "Premises") consists of a certain portion of the real property known as part of 424 Vanduzee Street, City of Watertown, Tax Map Number 1-18-102.000, consisting of an approximate 0.75-acre parcel and all buildings and improvements thereon, the approximate boundaries of which are shown on the attached Exhibit A.

C. PURCHASE PRICE AND PAYMENT.

The Purchaser agrees to pay as and for the purchase price of said Premises, and the Seller agrees to accept as the purchase price therefore, the sum of EIGHT THOUSAND AND 00/100 DOLLARS (**\$8,000.00**) (hereinafter “Purchase Price”). The Purchase Price shall be due and payable in full by cash, certified check, or wire transfer of immediately available funds at the closing.

D. RISK OF LOSS.

Prior to the closing, the risk of loss or damage to the Premises by fire or other causes shall remain with the Seller. Seller shall maintain the Property in its present condition. If, prior to closing, all or a portion of the Property is destroyed, appropriated, stolen, lost or irreparably damaged (a "loss"), Purchaser may cancel this Agreement.

E. FINANCING.

This is a Cash offer. No financing will be involved.

F. PRE-CLOSING MATTERS.

1. Title. Seller shall provide Purchaser with the following for review as soon as practicable :
 - a. 10-year town/county real estate tax search, certified by a licensed abstract company or by a public official;
 - b. Copies of receipted real estate tax bills, sewer and water rent bills, and other assessments imposed upon the Property within the 13 months preceding closing;
 - c. Copies of current municipal utility statements; and
 - d. Copies of all proposed conveyance and ancillary documents customarily provided by a seller to a purchaser in such transactions.
2. Inspections. Reserved. Property is sold in AS IS condition.
3. Rezoning. Purchaser's obligations hereunder shall be contingent upon:
 - a. Property to be rezoned from current designation of Urban Mixed Use with Waterfront Overlay to either Urban Mixed Use without Waterfront Overlay or Industrial Zoning; and
 - b. Purchaser obtaining subdivision of the Property from Seller's remainder property, which shall be procured at Purchaser's sole cost and expense.
4. Warranties. Seller and Purchaser respectively represent and warrant to the other that each of them will proceed, diligently and in good faith, to satisfy their obligations and responsibilities under this Agreement. Seller further warrants that Seller has no personal knowledge of environmental contamination issues affecting the Property.
5. Seller's obligation to close under the terms of this Agreement shall be contingent upon Seller obtaining approval from the City Council to sell the Property.

G. CLOSING.

The closing and transfer of Property ownership to Purchaser shall occur **on or about March 15, 2026**. At closing there shall be delivered:

1. By Seller:
 - a. A bargain and sale deed with lien covenant conveying good and marketable title to the Property free from all liens and encumbrances, other than utility easements and other encroachments, covenants and restrictions of record, provided that the same do not interfere with the intended use of the Premises, with revenue stamps attached;
 - b. Releases or satisfactions of all liens affecting the Property; and

- c. Such collateral documents as are customarily furnished by a seller in such transactions.

2. By Purchaser:

- a. The Purchase Price; and
- b. Such collateral documents as are customarily furnished by a purchaser in such transactions.

H. ADJUSTMENTS.

The aggregate Purchase Price due at closing shall be adjusted for prepaid real estate taxes for any town, county, village, school or other real property taxes and assessments, water and sewer assessments, rents and fuel in storage. Adjustments shall be computed as of the closing date.

I. CLOSING AND OTHER COSTS.

- 1. Seller. Seller assumes, and agrees to pay, the following closing charges and other costs:
 - a. Fees for its attorney's services in connection with (i) the fulfillment of Seller's pre-closing obligations, and (ii) the preparation and delivery of the deed and other collateral documents to be furnished by Seller;
 - b. Fees imposed to file and/or record any and all satisfactions, releases or terminations necessary to eliminate and extinguish any lien affecting the Property.
- 2. Purchaser. Purchaser assumes, and agrees to pay, the following charges:
 - a. State and county deed recordation and assessment roll transfer report filing fees;
 - b. Fees for its attorney's services in connection with any title search, examination and certification of title to the Property, preparation and delivery of closing documents to be furnished by Purchaser, and closing and document recording arrangements; and
 - c. All fees related to Purchaser's financing; and
 - d. Fees and costs for survey and subdivision of the Property.

J. POSSESSION.

Purchaser shall be entitled to possession of the Property upon closing of the transaction.

K. PRE-CLOSING WALK THROUGH.

At closing the Premises shall be clear of any personal property not included in the sale. Purchaser shall have the enter the Premises within twenty-four (24) hours of closing to insure

that the property is in the same condition as it is on the date of this Agreement, usual wear and tear accepted.

L. BROKERAGE.

Each party certifies to the other that there are no brokers or agents involved in this transaction, and no commissions are due.

M. MODIFICATION.

This Agreement cannot be changed or modified except by:

1. Writing. A written instrument signed by both Seller and Purchaser; or
2. Alteration. Penned insertions and deletions upon this Agreement which are initialed and dated by both Seller and Purchaser.

N. ASSIGNMENT.

Except as otherwise provided in it, this Agreement may not be assigned by Purchaser or Seller without the prior consent of the other. However, the parties agree that Purchaser may, prior to closing, assign its rights and obligations under this Agreement to a corporation, limited liability company or other legal entity formed, and owned, solely by Purchaser. In the event of such an assignment, Purchaser shall remain liable for performance of the contractual obligations of Purchaser set out in this Agreement.

O. EFFECT AND SCOPE.

This Agreement is binding upon, and inures to the benefit of, Seller and Purchaser and the respective representatives, successors, heirs or assigns of each. This agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal or otherwise, relative to the subject transaction.

P. NOTICES AND CONSENTS.

Any notices, consents or demands referred to in this Agreement shall, except where otherwise indicated, be in writing and delivered to the proper recipient or their attorney either personally or by mail.

Q. CAPTIONS.

The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope or intent of the specific provisions of this Agreement which they introduce.

R. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

S. COUNTERPARTS.

This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original, and fully binding, instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the dates hereinafter set forth.

Purchaser:

WALLDROFF PROPERTIES, LLC

By: 

Matthew Walldroff, Member

Dated: 12/18/25

Tele No: 315-777-7537

Buyer's Attorney: Peter L. Walton, Walton Law Office

531 Washington Street, Suite 3401
Watertown, New York 13601
315-760-6160

ACCEPTANCE OF OFFER BY SELLER

Seller certifies that it is the owner of the property and has the power to sell the property. Seller accepts the offer and agrees to sell on the terms and conditions set forth above.

Seller:

CITY OF WATERTOWN

By: _____

Dated:

Tele No:

Seller's Attorney: Bond, Schoeneck & King, PLLC
One Lincoln Center
110 W. Fayette Street
Syracuse, NY 13202
Attn: Amy Rhinehardt

EXHIBIT A

The Property



Res No. 7

March 16, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2025-26 through 2029-30 Capital Fund Budget to add Settled Water Line Replacement Project

For staff to proceed with the replacement of the Settled Water Line Replacement Project, City Council needs to re-adopt the current capital project budget to formally add the project.

Additionally, the City Council is being asked to consider approving a bond ordinance to provide financing for the project. This will allow staff to expend funds towards initial engineering services. The initial estimated maximum cost of the project is \$6,000,000.

**FISCAL YEAR 2025-2026
CAPITAL BUDGET
INFRASTRUCTURE
SOURCE OF SUPPLY, POWER and PUMPING**

PROJECT DESCRIPTION	COST
Settled Water Line Replacement Settled Water Line Replacement Project would replace roughly 3000 LF of 30-inch cast iron settled water line installed in the late 1890's. The settled water line supplies the Water Treatment Plant from the settling basin located along NYS route 3. The line currently lies within the river and passes under the hydroelectric dam. A leak was discovered when the river was drawn down for a dam inspection. The leak directly impacts the capability to deliver full volume to the Treatment Plant. A temporary repair was made and reduced the loss of flow. During this repair it was discovered that other repairs have likely been made in this location. It is recommended that a new 36" settled water line be constructed and located outside the riverbed. 	\$ 6,000,000
TOTAL	\$ 6,000,000

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2025-26 through
2029-30 Capital Fund Budget to add
Settled Water Line Replacement Project

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E..

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 2, 2025 the City Council adopted the Fiscal Years 2025-26 through 2029-30 Capital Budget, and

WHEREAS City staff is recommending that the attached Settled Water Line Replacement Project be adopted to address the recent leak,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2025-26 through 2029-30 Capital Budget to add the Settled Water Line Replacement project at an estimated cost of \$6,000,000.

Seconded by _____

March 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Accepting Professional Services Agreement with Wright Pierce for the replacement of the Water Treatment Plants Settled Water Line

The City Water Department and Engineering Department jointly submit this resolution for Council consideration to approve a Professional Services Agreement with Wright Pierce in the amount of \$45,000. The purpose of the agreement is to develop and file a Preliminary Engineering Report (PER) with the Drinking Water State Revolving Fund, making the project eligible for Water Infrastructure Improvement Act (WIIA) funding and Congressionally Directed Spending from Senator Schumer and Senator Gillibrand.

The settled water line supplies the City's Water Treatment Plant (WTP) with treated water from the settling basin located along New York State Route 3. The line is approximately 2,500 feet in length and was originally installed in the late 1890s. During a dam inspection in November 2025, a leak was discovered, and a temporary repair was made. While the repair has enabled the Water Treatment Plant to achieve adequate flow capacity, it has not restored flows to the levels that existed prior to the leak.

Wright Pierce will prepare and submit the PER on behalf of the City. The firm will also conduct a feasibility analysis to determine the most appropriate replacement alignment for the line and will coordinate with the New York State Department of Transportation and the New York State Department of Health to obtain the necessary approvals for project design.

A resolution has been prepared for Council's consideration. Adoption of this resolution is contingent upon the adoption of the bond ordinance.

RESOLUTION

Page 1 of 1

Accepting Professional Services Agreement with Wright Pierce for the replacement of the Water Treatment Plants Settled Water Line

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown is seeking Council approval to enter into an agreement with Wright Pierce for professional services to develop a preliminary engineering report (PER) for the replacement of the Water Treatment Plant Settled Water Line, and

WHEREAS the PER will be used to seek funding from the Drinking Water State Revolving Fund and Congressionally directed spending from Senator Schumer and Senator Gillibrand, and

WHEREAS the PER will be used to gain approvals from the State of New York Departments of Transportation and Health to develop the design and construction timeline,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement between the City and Wright Pierce for \$45,000, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the adoption of this resolution is contingent upon the adoption of a bond ordinance authorizing the financing of the Water Treatment Plant Settled Water Line replacement project, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to execute the Professional Services Agreement and all contracts/documents associated with Wright Pierce, on behalf of the City of Watertown.

Seconded by _____

AGREEMENT BETWEEN
CITY OF WATERTOWN, NY
AND
WRIGHT-PIERCE ENGINEERING CONSULTANTS, P.C.
FOR
SETTLED WATER MAIN ENGINEERING SERVICES

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Amendment No. 1	_____	dated	_____
Amendment No. 2	_____	dated	_____
Amendment No. 3	_____	dated	_____
Amendment No. 4	_____	dated	_____

AGREEMENT BETWEEN
CITY OF WATERTOWN, NY
AND
WRIGHT-PIERCE ENGINEERING CONSULTANTS P.C.
FOR
SETTLED WATER MAIN ENGINEERING SERVICES

This is an agreement made as of _____, 2026 between City of Watertown, NY ("Client") and Wright-Pierce Engineering Consultants, P.C. ("Engineer"). Client intends to have engineering services performed for the design of a new settled water main (the "Project").

Client and Engineer in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional Engineering services by Engineer with respect to the Project and the payment for those services by Client as set forth in Section 2 below. Execution of this Agreement by Engineer and Client constitutes Client's written authorization to Engineer to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

SECTION 1 - SCOPE OF SERVICES/SCHEDULE

I. Preliminary Engineering Report

- A. Provide the engineering services and prepare a preliminary engineering report as described in the proposal included in Exhibit B to this agreement.
- B. Assist with the development and submission of a congressional directed spending grant application and a Drinking Water State Revolving Loan Fund intended use plan listing form with preliminary engineering report. Provide copy of final preliminary engineering report in PDF format.

II. Final Design Phase- Future Phase

III. Permitting- Future Phase

IV. Bidding Phase- Future Phase

V. Construction Phase- Future Phase

VI. Operational Phase- Future Phase

VII. Additional Services

During Engineer's work on the Project, it may become apparent to either Client or Engineer that Additional Services not included in the basic Scope of Services are desired. Engineer will undertake to provide such Additional Services upon Client's written authorization.

SECTION 2 - COMPENSATION

I. Payments to Engineer

Engineer's fee for the services defined in the Scope of Services section of this Agreement is indicated below. Client's responsibilities related to invoices are identified in Exhibit A Article 10.4.

For Scope Items I, a lump sum fee of \$45,000.

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the Client. If it becomes apparent to Engineer at any time that changes in Scope or other issues impact total compensation, Engineer will so notify Client in writing. Client and Engineer will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, Engineer will bill Client a fee based on Engineer's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.05 and charges for Consultants' services times a factor of 1.15.

SECTION 3 – AUTHORIZED PROJECT REPRESENTATIVES

Client shall designate a specific individual to fulfill its responsibilities under Section 2.1 of Exhibit A - Schedule of Terms and Conditions. Engineer has designated its authorized project representative below.

Engineer Representative (name, title):

Client Representative (name, title):

Dylan B. Thisse, PE, Senior Project Manager

This Agreement (consisting of pages 1 to 4 plus Exhibits A and B) constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ENGINEER:

CLIENT:



By: Mariusz D. Jedrychowski, PE

Title: Regional Group Leader II

Date: 3/10/2026

By: _____

Title: _____

Date: _____

Address for giving notices:

WRIGHT-PIERCE

11 Bowdoin Mill Island, Suite 140

Topsham, Maine 04086

Address for giving notices:

EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or

owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site,

unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1. Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2. Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT,

suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of New York. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed

stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1. For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2. By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3. For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4. ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

March 10, 2026

EXHIBIT B

Thomas Compo, PE, City Engineer
Department of Engineering
Room 305, City Hall
245 Washington Street
Watertown, NY 13601-3380

SUBJECT: Proposal for Professional Services- Settled Water Main Emergency Replacement- Preliminary Engineering Report

Dear Mr. Compo,

Wright-Pierce (WP) is pleased to submit this proposal for professional engineering services for the development of a preliminary engineering report (PER) for the emergency installation of a new watermain from the settled water pumping station to the City's water treatment facility. Our understanding is that in order for the City to receive funding for this project through the Drinking Water State Revolving Loan Fund (DWSRF) a project listing form and supporting PER must be submitted by May 29th, 2026. In addition, the City would like to apply for Congressionally directed spending (earmarks) from Senators Charles Schumer and Kirsten Gillibrand. The deadline for the 2026 earmark appropriation requests has passed, but 2027 requests are due by March 22, 2026.

Our understanding is that the City desires to progress this project through design and construction as soon as possible given the critical function of the infrastructure this new main would replace. This main provides settled water to the WTP and essentially the flow necessary to produce the City's drinking water. At this stage of project development we propose developing the preliminary engineering report with sufficient detail to approach NYSDOT and NYSDOH to get their approval and buy-in for the recommended improvement while waiting for DWSRF project listing and earmark results in approximately October 2026 to March 2027. It is anticipated that agency interaction and timely reviews will be critical to maintaining an aggressive schedule for this emergency project.

This is our understanding based on our site visit on December 1st, 2025, review of preliminary documents provided, and discussions with the operations staff. The City currently has the ability to provide water from their settled water basin, across the Black River, to the water treatment plant (WTP) via two separate pipelines. The "original" settled water main is a 30-inch diameter main estimated to have been installed in the late 1800's. The original main connects to the settled water pumping station and is buried along the area between NYSDOT Route 3/Eastern Boulevard and the Black River (the river), northwest of Delano island, before transitioning out of the river bank and continuing within the river before transitioning back into the ground on the southern bank of the river and ultimately connecting to the WTP. The original main runs within the river, through the dam northwest of Delano island, and is exposed in many locations. This main was

recently found to be leaking within a section located within the river, which was temporarily repaired, but resulted in a decrease in the overall quantity of settled water that can be supplied to the WTP.

The “second” pipeline used to supply settled water to the City is a 24-inch diameter ductile iron main installed in the 1990’s which extends from the settled water pumping station and is installed in the area between NYSDOT Route 3/Eastern Boulevard and the river northwest of Delano island, and further inland than the original main. The second main splits from the 24-inch main into separate 16-inch and 20-inch mains that then cross the Eastern Boulevard bridge. These mains then transition into the WTP yard and ultimately into the WTP. This second main is not capable of supplying the necessary flow to the WTP on its own.

The City is currently operating both the original and the second settled water mains, but are only able to supply approximately 12.75 million gallons per day to the WTP. The City has a proposed project for a new settled water facility adjacent to the existing settled water pumping station. These settled water mains will be connected to that facility and will provide water from the new facility to the WTP by gravity flow upon that facility’s completion. A condition of the NYSDOH associated with that project is that the City be capable of supplying 15 MGD, the permitted capacity of the WTP, to the WTP.

The City would like to install a new water main from the settled water pumping station, across the bridge, and to the WTP to replace the aged original main. The original main and the existing second main will need to remain in service during the project so the City can continue to produce water. The new installation is anticipated to include approximately 900 feet of new 36-inch diameter HDPE or PVC water main which will then transition to two pre-insulated 20-inch mains crossing the approximately 650-foot-long bridge, before transitioning back to 36-inch main and entering the WTP. Further evaluation and confirmation of sizing will be required during final design. Given the condition of the existing infrastructure and the critical function of the mains, replacement is desired as soon as possible. The City has already begun discussions with NYSDOT.

Wright-Pierce is ready to assist the City with this project immediately. As a multi-disciplinary engineering firm that specializes in drinking water storage and distribution as well as bridge design, Wright-Pierce has provided similar services to municipalities like the City of Watertown since 1947. Wright-Pierce recently assisted a client with a similar project involving an 800-foot crossing with 16-inch diameter water main and Maine DOT interaction. A case study has been attached.

Proposed Scope of Services

Our proposed scope of services for development of a PER and funding applications is as follows:

1. Preliminary Meetings and Data Review

Wright-Pierce will prepare for, facilitate, and attend one kickoff meeting with the City via Microsoft Teams. The intent of the meeting is to discuss the project and finalize the action items required to assist the City with completing this report and applications.

Discuss potential sources of letters of support to be requested by the City. At least three will be required.

Available information will be reviewed and relevant information will be incorporated into the preliminary engineering report.

WP will prepare and submit requests for information (RFI's) to the City and NYSDOT as needed to obtain the necessary information to complete the PER.

WP will host one call via Microsoft Teams with the City and the NYS Department of Health (NYSDOH) to discuss preliminary concerns and requirements prior to PER development.

2. Preliminary Engineering Report (PER)

Wright-Pierce will work with the City to prepare an approvable preliminary engineering report meeting the requirements of the New York State Department of Health's Engineering Report Outline for New York State Assisted Drinking Water Infrastructure Projects to support filing a DWSRF project listing form for funding assistance. The report will pertain to a proposed project for emergency installation of a new settled water main. The intent is for the PER to also be used to facilitate discussion of the recommended solution and preliminary approval from NYSDOT and NYSDOH before proceeding with full design of the new main. The report is anticipated to evaluate the following alternatives:

- "No-action" Alternative
- Construction of a new settled water main crossing the Black River and Delano island to connect to the WTP.
- Construction of a new settled water main extending across the bridge on State Route 3.

For the recommended solution, the PER is also anticipated to include, at a minimum:

- Evaluation and selection of preliminary route for proposed water main accounting for need for gravity flow and location of proposed infrastructure for new settled water facility.
- Layout figure using publicly available aerial imagery and the City's GIS layers.
- Evaluation and selection of steel or class 53 ductile iron pipeline materials for new water main crossing bridge based on anticipated speed of installation and curvature of the bridge. Buried main will be designed around low pressure HDPE or PVC based on gravity flow and speed of installation.
- Preliminary sizing of the new settled water main to provide 15 MGD of flow from the existing settled water pumping station and via gravity to the WTP from the proposed settled water facility.
- Preliminary sizing, selection, and placement of hangers and supports required for installation of the bridge crossing of the new settled water mains.
- Development of preliminary drawing details for bridge crossing hangers and buried main cross section.

- Discussion of potential issues anticipated during design and construction of the buried and structure mounted portions of the new main.
- Identification of subcontracted services that will be required for final design.
- Identification of likely permits required for the project.
- Opinion of probable cost for the project.
- Opinion of probable schedule for design and construction.

A draft of the report will be submitted to the City for review and comment.

WP will host one call via Microsoft Teams with the City to discuss the draft PER. Comments will be incorporated into a final version of the PER for submission to the DWSRF program along with a project listing form.

WP will host one call via Microsoft Teams with the City and the NYS Department of Health (NYSDOH) to discuss the final PER.

WP will host one call via Microsoft Teams with the City and the NYS Department of Transportation (NYSDOT) to discuss the final PER.

Based on the emergency nature of this project it is anticipated that final design may need to progress prior to award of funding. Note that in order for engineering services for final design to be reimbursable, an RFQ must be issued and MWBE/SDVOB requirements may need to be met. We advise discussion with NYS EFC prior to final design RFQ if the City desires reimbursement.

Assumptions and Tasks to Be Completed by the City

- o The City will need to request letters of support for the applications.
- o The City will provide previous engineering memorandums, record documents, and other applicable items pertaining to infrastructure in the area.
- o The City will assist with coordination with NYSDOT and NYSDOH for calls and to obtain additional information.
- o Survey, geotechnical, permitting, and special inspections are not included.
- o We have not carried scope or fee for MWBE/SDVOB or any other subconsultants. Scope for MWBE/SDVOB can be included in future phases if necessary.
- o Operation of the City's hydraulic model has not been included.

Proposed Schedule

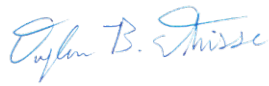
We are available to commence work immediately for Tasks 1 and 2 upon notice to proceed and will complete development of the draft PER and listing form by May 19th, 2026 and final submission by May 29th, 2026. Development of the earmark application will be completed by March 20, 2026. Completion of the PER and earmark application is dependent on timely delivery of requested information, review of documents by the City (1 week or less anticipated) and close coordination between all parties.

Proposed Fee

Our proposed fee for the services described above is **\$45,000**. We are willing to discuss our proposal and reconsider our scope to reach a mutually agreed scope and fee if the City desires.

Thank you for this opportunity to work with the City on this project. Please contact Dylan Thisse with any questions or if you require additional information.

Sincerely,
WRIGHT-PIERCE



Dylan B. Thisse, PE
Senior Project Manager
dylan.Thisse@wright-pierce.com



Mariusz Jedrychowski, PE
Regional Group Leader II
mariusz.jedrychowski@wright-pierce.com

Frank J. Wood Bridge Water Main Replacement

Brunswick & Topsham, Maine



The BTWD hired Wright-Pierce to assist with the design of a water main to be installed on the new Frank J. Wood Bridge that connects Topsham, ME to Brunswick, ME. Design of the water main bridge crossing was complex due to the nature of suspending a large diameter water main across a curved bridge structure.

The extent of the water main replacement for this project is within the limits of the MaineDOT bridge replacement project, making coordination with MaineDOT essential. The water main replacement consists of approximately 800 feet of suspended insulated pipeline across the bridge, approximately 350 feet of buried water main on the south (Brunswick) side, and approximately 300 feet of buried water main on the north (Topsham) side. The design included buried 16-inch ductile iron (DI) water main on either side of the bridge to connect with the existing pipes and new 16-inch pre-insulated restrained joint water main suspended from the new bridge. All water mains are designed to meet BTWD design standards.

A surge analysis was performed to define the hanger supports necessary to resist lateral loading due to the curved nature of the suspended pipeline. A phasing plan was developed to guide the Contractor to minimize shutdowns needed to connect the new pipeline to the existing piping and minimize disruption for this critical transmission main in the BTWD distribution system.

Client Contact

Brunswick & Topsham Water
District (BTWD)
P.O. Box 489
Topsham, ME 04086

Craig Douglas, PE
General Manager
207.729.9956
cwdouglas@btwater.org

Highlights

- MaineDOT coordination
- Work with converted MicroStation files
- 16" DI water main
- Bridge crossing water main
- Surge analysis for thrust restraint
- Pipe supports/hangers
- Insulation system
- Water main connections
- Buried water main
- Temporary water services
- Sleeves under the approach slabs

Dates

Preliminary Design: 2021
Final Design: 2021
Construction: 2022-24

This water main project included complexity of designing a large diameter water main across a curved bridge structure.

Ordinance No. 1

March 16, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: An Ordinance Authorizing the Issuance of \$6,000,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation and/or Replacement of the Settled Water Main, in and for Said City

Earlier in tonight's agenda, City Council was presented with a resolution to re-adopt the current Capital Fund Budget to add the Settled Water Line Replacement project at an initial estimated cost of \$6,000,000. Additionally, a resolution to engage Wright Pierce to develop a Preliminary Engineering Report for the project.

Accordingly, a bond ordinance in the amount of \$6,000,000 has been prepared for City Council consideration to finance the project.

ORDINANCE

Page 1 of 5

An Ordinance Authorizing the Issuance of \$6,000,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation and/or Replacement of the Settled Water Main, in and for Said City

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

YEA	NAY

Introduced by _____

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, on March 16, 2026, at 7:00 o'clock P.M., Eastern Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Councilperson _____, who moved its adoption, seconded by Councilperson _____, to-wit:

BOND ORDINANCE DATED MARCH 16, 2026.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE REHABILITATION AND/OR REPLACEMENT OF THE SETTLED WATER MAIN, IN AND FOR SAID CITY.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York (the "City"), as follows:

Section 1. For the specific object or purpose of paying the cost of the rehabilitation and/or replacement of the settled water main, in and for said City, including incidental expenses

in connection therewith, there are hereby authorized to be issued \$6,000,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$6,000,000 and that the plan for the financing thereof is by the issuance of the \$6,000,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the City Comptroller shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the City Comptroller shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at the sole discretion of the City Comptroller, to execute a project financing agreement, and any other agreements with

the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this ordinance is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Council.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times the official newspaper of the City, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by _____, seconded by _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

Council Member Shane A. Garrabrant VOTING _____

Council Member Robert O. Kimball VOTING _____

Council Member Douglas E. Osborne Jr. VOTING _____

Council Member Benjamin P. Shoen VOTING _____

Mayor Sarah V.C. Pierce VOTING _____

The ordinance was thereupon declared duly adopted.

* * * * *

APPROVED BY THE MAYOR

_____ March 16, 2026.

Mayor

STATE OF NEW YORK)

) ss.:

COUNTY OF JEFFERSON)

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on January 20, 2026, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media	Date given
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Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code
I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice	Date of Posting
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Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on March _____, 2026.

City Clerk

(CORPORATE SEAL)

Seconded by _____

March 16, 2026

To: The Honorable Mayor and City Council

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

Subject: Community Development Block Grant (CDBG) 2026-2030 Consolidated Plan and 2026 Annual Action Plan

As the City Council is aware, Staff has been working on the City's CDBG 2026-2030 Consolidated Plan and 2026 Annual Action Plan. The plans were discussed at the February 9, 2026 work session and a public hearing was held on March 2, 2026 to solicit public input. In addition to the public hearing, Staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and discussed the proposed plans with our Citizens Advisory Board, Advantage Watertown, on January 8, 2026. In addition, a public meeting was held on February 24, 2026, at Hilltop Towers on the City's north side.

At the work session, Staff provided an overview of the CDBG program, discussed draft goals for the Consolidated Plan and discussed proposed funding allocations and potential projects for inclusion on the 2026 Annual Action Plan. Based on the City Council's comments and input from the community, the Consolidated Plan goals have been revised as follows:

Goal 1. Neighborhood Stabilization and Revitalization. Low- and moderate-income neighborhoods will be improved through the construction of public infrastructure improvements and the elimination of blighting influences in target areas. Public infrastructure projects include, but are not limited to, sidewalk and street reconstruction, complete streets improvements, utilities, lighting, technology, neighborhood facilities, facilities for persons with special needs and accessibility projects. Blight elimination includes the demolition of buildings in target areas or other areas in order to stop the spread of blighting influences throughout the City.

Goal 2. Affordable Housing Rehabilitation. Owner-occupied and rental properties for low- and moderate-income families will be rehabilitated, with an emphasis on those properties that will contribute to neighborhood stabilization and revitalization.

Goal 3. Homeownership Assistance. Homeownership assistance to low- and moderate-income families will be provided to increase the number of owner-occupied households and to help stabilize and revitalize neighborhoods throughout the City.

Goal 4. Environment and Quality of Life Enrichment. Environmental conditions and quality of life will be improved in target areas by constructing physical improvements such as parks, playgrounds, rain gardens and other green infrastructure,

eliminating combined sewer overflows, addressing stormwater issues, increasing greenspace and implementing urban forestry initiatives such as tree planting, hazardous tree removal and invasive species management.

Goal 5. Fair Housing Education. Reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training and technical assistance.

Goal 6. Homeless Assistance. Support Jefferson County and the Points North Housing Coalition, the local Continuum of Care, and other local agencies that are working to prevent homelessness through support of services for unhoused persons and long-term planning to address homelessness in the community.

Goal 7. Public Services Support. Support agencies that are working to address social issues and concerns within the community including, but not limited to, food insecurity, health services, substance abuse services, education programs, services for senior citizens and recreational services.

Goal 8. Economic Development. Support the efforts of the Watertown Local Development Corporation, Jefferson County Economic Development and other local economic development agencies by partnering with these organizations on various initiatives to advance the reuse and adaptive reuse of strategic development sites, including brownfields, to retain key industries, attract businesses and create jobs.

Goal 9. Planning and Administration. Conduct planning studies as needed to develop neighborhood revitalization strategies and to inform the development of consolidated plans and annual action plans and administer the City's CDBG Program including project management and the development of annual plans and reports.

The United States Department of Housing and Urban Development (HUD) has not informed the City of our 2026 Program Year CDBG allocation, but we are estimating that it will be \$862,000. Based on the discussion at the Council work session, needs identified in our capital project planning process, as well as needs identified through our community outreach efforts, Staff is proposing the following projects and associated budgets for the 2026 Annual Action Plan:

Proposed CDBG Program Year 2026 Budget

<u>Project</u>	<u>Amount</u>
Mill Street (500-600 Blocks) Sidewalk Replacement Project	\$ 250,000.00
Central Street (300 Block) Sanitary Sewer Replacement	\$ 240,000.00
Demolition Project	\$ 50,000.00

Lead & Galvanized Water Service Replacement Program	\$ 20,000.00
Homebuyer Program	\$ 240,000.00
Watertown Urban Mission Food Pantry	\$ 8,000.00
WCSD Food for Families (Backpack) Program	\$ 8,000.00
Program Administration	\$ 46,000.00
Total Funds Proposed for Allocation	\$ 862,000.00

In order to stay on schedule to submit our Consolidated Plan and Annual Action Plan by the May 15, 2026, deadline, our draft plans must be completed and be made available for public review and comment by March 20, 2026.

If the City Council concurs with the proposed goals and projects identified above, Staff will finalize the draft plans accordingly and will make them available to the public for the required 30-day public comment period. At the conclusion of the comment period, the plan will be finalized and presented to the City Council for adoption at the May 4, 2026, meeting.