



CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, May 26, 2020
6:00 p.m.

This shall serve as notice that an Adjourned City Council Meeting from May 18, 2020, is scheduled to be held on Tuesday, May 26, 2020, at 6:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

This meeting is being conducted in accordance with Governor Cuomo's Executive Order No. 202.1 that restricts in-person access to meetings. The public will be able to view or listen to the meeting live at: <https://livestream.com/swp/wcc>.

The public will be allowed to participate in the public comment period remotely through the use of "GoToMeeting" and must register ahead of time using the following link:

<https://attendee.gotowebinar.com/register/836734252670435087>.

After a member of the public registers, a confirmation email will be sent containing information regarding how to join the webinar. If you have previously registered for the May 4, 2020 Public Hearing, that confirmation is still in effect for this meeting, and you will not have to register again.

AGENDA

RESOLUTIONS

- Resolution No. 4 - Approving Access Agreement With National Grid
- Resolution No. 5 - Approving Joint Service Arrangement With Central New York Regional Transportation Authority

PUBLIC COMMENT PERIOD

Fiscal Year 2020-21 Operating Budgets

ADJOURNMENT

To June 1, 2020 at 6:30 p.m.

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
JUNE 1, 2020.**

Res No. 4

May 21, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Approving Access Agreement With National Grid

National Grid is preparing to begin Phase 2 of their remediation project at the former Manufactured Gas Plant (MGP) at the intersection of Engine and Newell Street. A portion of the Phase 2 work will be undertaken on City property, which comprises a portion of the Public Works complex. The nature of the remediation work will require limited access to some Public Works facilities for intermittent periods over the coming months.

Public Works & National Grid representatives have met and agreed upon a plan of action that will allow the work to progress while minimizing the impact to Public Works Operations.

A resolution for Council consideration is attached, as well as the Access Agreement that formalizes the plan of action for completing this project.

RESOLUTION

Page 1 of 1

Approving Access Agreement With
National Grid

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City is the owner of that certain real property commonly known as 337 Engine Street in the City of Watertown, Jefferson County, State of New York, being Tax Parcel 7-16-112, and

WHEREAS National Grid is the owner of that certain real property commonly known as 327 Engine Street in the City of Watertown, Jefferson County, State of New York, being Tax Parcel 7-16-113.100 and desires to perform certain remedial actions including but not limited to the excavation of the City property and installation of a soil mix wall around the perimeter of the City DPW building, and

WHEREAS in order to provide National Grid and its representatives the necessary space to commence and complete the Approved Activities, National Grid has requested that the City grant to National Grid and its representatives a right of access over that portion of the City Premises for the purposes of accessing the Work Areas and completing the Approved Activities, and

WHEREAS in order to provide the City and its representatives the necessary space to park employee vehicles and the City owned vehicles and equipment during the National Grid Work, the City has requested that National Grid grant to the City and its representatives a right of access over that portion of the National Grid Premises for the purposes of a temporary parking area,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Access Agreement, attached and made part of this resolution,

BE IT FURTHER RESOLVED that the City Manager Kenneth A. Mix is hereby authorized and directed to execute the Joint Service Arrangement on behalf of the City.

Seconded by

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the “Agreement”) is entered into as of this ___ day of _____, 2020 (the “Effective Date”), by and between the **CITY OF WATERTOWN** (“City”), and **NIAGARA MOHAWK POWER CORPORATION, D/B/A NATIONAL GRID**, a New York corporation (“National Grid”).

WITNESSETH:

WHEREAS, the City is the owner of that certain real property commonly known as 337 Engine Street in the City of Watertown, Jefferson County, State of New York, being Tax Parcel 7-16-112, and as labeled “Dept. of Public Works (DPW)” on Exhibit A attached hereto (the “City Premises”);

WHEREAS, National Grid is the owner of that certain real property commonly known as 327 Engine Street in the City of Watertown, Jefferson County, State of New York, being Tax Parcel 7-16-113.100 (the “National Grid Premises”), and desires to perform certain remedial actions including but not limited to the excavation of the City property and installation of a soil mix wall around the perimeter of the City DPW building (the “National Grid Work”) and as further shown on Exhibit A (the “Work Areas”) and as additionally described on Exhibit B attached hereto (collectively, the “Approved Activities”); and

WHEREAS, in order to provide National Grid and its representatives the necessary space to commence and complete the Approved Activities, National Grid has requested that the City grant to National Grid and its representatives a right of access over that portion of the City Premises as so labeled in Exhibit A for the purposes of accessing the Work Areas and completing the Approved Activities;

WHEREAS, in order to provide the City and its representatives the necessary space to park employee vehicles and the City owned vehicles and equipment during the National Grid Work, the City has requested that National Grid grant to the City and its representatives a right of access over that portion of the National Grid Premises as so labeled on Exhibit A, C-120 attached hereto (the “National Grid Parking Area”) for the purposes of a temporary parking area.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Access Grants.** The City hereby grants National Grid, including all agents, representatives and other persons designated by National Grid, the non-exclusive right to enter on any portion of the Work Areas for the purposes of accessing the City Premises and completing the Approved Activities. The City covenants the Work Area is and throughout the Term shall remain free of materials, debris, structures, automobiles, or the like, that would hinder or interfere with National Grid’s use of the Work Area for the Approved Activities. National Grid hereby grants the City, including all agents, representatives and other persons designated by the City, the non-exclusive right to enter on any portion of the National Grid Parking Area for the purposes of parking vehicles belonging to the City employees, the City vehicles and the City equipment (collectively, the “National Grid Parking”). National Grid covenants the National

Grid Parking is and throughout the Term shall remain free of materials, debris, structures, automobiles, or the like, that would hinder or interfere with the City's use of the National Grid Parking.

2. **Duration of Term.** The access granted to National Grid for the Approved Activities and the City for the parking is granted from the Effective Date and terminates on December 31, 2020 (the "Term"). Should National Grid require additional time to complete the Approved Activities, National Grid shall have an option to extend the Term of this Agreement for thirty (30) days upon written notice to the City.

3. **Insurance.** Throughout the Term of this Agreement, National Grid's contractor(s) shall maintain the following insurance policies: (i) a commercial general liability policy of not less than One Million (\$1,000,000) Dollars; (ii) commercial automobile insurance policy of not less than One Million (\$1,000,000) Dollars; (iii) an umbrella policy covering protection in an amount not less than Three Million (\$3,000,000) Dollars combined single limit coverage for injury, death and property damage arising out of any one occurrence, and (iv) workers compensation and employers liability insurance as required by law. Prior to commencement of the Approved Activities, certificates of insurance from National Grid's contractors, that will perform activities on the City Premises pursuant to this Agreement, shall be furnished to the City. The City shall be named as additional insured on all insurance policies required under this Agreement. Insurance as specified herein must be maintained at all times during the Term of this Agreement.

4. **Damages.** National Grid agrees to conduct all Approved Activities in a manner that will not harm or damage the City Premises or cause any claim adverse to the City and agrees to repair any damage to the City Premises caused by, and to its condition prior to, any Approved Activities. If any portion of the City Premises, including, but not limited to, any improvements (such as previously required and installed monitoring wells or protective cover) and/or personal property, suffers damage by reason of the Approved Activities of National Grid, its agents or representatives on the City Premises (but expressly excluding the mere discovery of any condition existing as of the Effective Date, except to the extent such condition is exacerbated by National Grid, its agents or representatives), National Grid shall, at its sole cost and expense, repair all such damage and restore the City Premises, improvements and/or personal property, to substantially the same condition as before such damage occurred. The City agrees to utilize the National Grid Parking in a manner that will not harm or damage the National Grid Premises or cause any claim adverse to National Grid and agrees to repair any damage to the National Grid Premises caused by the City. If any portion of the National Grid Premises, including, but not limited to, any improvements, suffers damage by reason of the City, its agents or representatives using the National Grid Parking on the National Grid Premises (but expressly excluding the mere discovery of any condition existing as of the Effective Date, except to the extent such condition is exacerbated by the City, its agents or representatives), the City shall, at its sole cost and expense, repair all such damage and restore the National Grid Premises, improvements and/or personal property, to substantially the same condition as before such damage occurred.

5. **Liens.** National Grid shall not permit any mechanics' or materialmen's liens to be filed against the City Premises as a result of the rights granted herein. National Grid shall

indemnify, defend and hold harmless the City and the City Premises from and against any such lien.

6. **Indemnification.** National Grid shall indemnify, defend and hold harmless the City from and against all claims, liabilities, costs, and expenses including, but not limited to, reasonable attorneys' fees and court costs, for loss of or damage to the City Premises and for injuries to or death of any person when resulting from the activities of National Grid, its agents or representatives on or about the City Premises, excluding any such loss or damage caused by the City's gross negligence or willful misconduct. The City shall indemnify, defend and hold harmless National Grid from and against all claims, liabilities, costs, and expenses including, but not limited to, reasonable attorneys' fees and court costs, for loss of or damage to the National Grid Premises and for injuries to or death of any person when resulting from the activities of the City, its agents or representatives on or about the National Grid Premises, excluding any such loss or damage caused by National Grid's gross negligence or willful misconduct.

7. **Compliance with Laws.** The parties, each at their own expense, shall comply in all material respects with all applicable laws, regulations, rules, and orders with respect to the use of the City Premises and the National Grid Premises and all activities to be conducted pursuant to this Agreement, regardless of when the regulation, rule or order became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

8. **Costs, Expenses, Etc.** If any action, proceeding, controversy, claim, or dispute arises concerning the interpretation or enforcement of this Agreement or the rights granted herein or obligations created hereby, the prevailing party shall be entitled to seek recovery from the other of reasonable attorneys' fees, costs, and expenses, including those incurred in connection with any appeal thereof.

9. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of New York without respect to its principles of conflict of law.

10. **Entire Agreement.** This Agreement contains the entire understanding and agreement among the parties with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by both National Grid and the City.

11. **Validity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. **Survival.** All of the covenants and indemnities set forth in this Agreement shall survive the termination, revocation, or expiration of the term of this Agreement for a period of one (1) year.

13. **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile signature, all of which taken together shall constitute one and the same agreement, binding upon the parties hereto.

[Signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

CITY OF WATERTOWN

By: _____

Its: _____

**NIAGARA MOHAWK POWER
CORPORATION, D/B/A NATIONAL GRID, a
New York corporation**

By: _____

Its: _____

EXHIBIT A

[insert drawing C-110, C-120 and C-121]

EXHIBIT B

In addition the work shown and described on Exhibit A, the parties agree to the following:

- City DPW Electric Dept. will need access to easternmost overhead door of the City DPW building. National Grid to discuss with contractor limiting duration of work in front of easternmost overhead door, then removing the work on that door to outside the Limit of Work (LOW) of the Approved Activities. National Grid also to discuss with contractor keeping access to central overhead doors while work is completed in front of easternmost overhead door, if feasible.
- Eastern side of the City DPW building would remain outside LOW. The City indicated that door modifications were necessary on a door at the northern end of the east side of the building in order to allow access from the outside. The City will take care of these door modifications.
- Prior to the regular access to the City DPW building being shut down, National Grid will oversee the installation of double man door between eastern and central sections of the City DPW building. National Grid will provide stamped design plans from the engineer and the door to be installed by National Grid's contractor, at National Grid's expense. National Grid, BC, and contractor to meet with the City to discuss door location and identify what needs to be relocated.
- The City may continue to use of office areas during work adjacent to building. Precautions will be in place to protect the building. National Grid would prefer offices are not used when soil mix wall is being installed immediately next to these office spaces.
- The City is unsure about crushed stone slope between their paved area and Newell St. Extension due to stone migration into the paved areas. National Grid to re-evaluate the restoration with contractor, options could include paving the slope, curbing the edges of the asphalt to retain stone, and/or using larger sized stone (e.g., 4" riprap).
- The City requested OWS be reinstalled with a solid lid (current lid is a grate).

Res No. 5

May 21, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Joint Service Arrangement With Central New York Regional Transportation Authority

The City of Watertown recently retired its final 2002 model year Orion Model V Bus due to frame corrosion issues. The bus served as the 2nd spare unit in the current fleet. A replacement bus will be ordered soon utilizing FTA funding, which has been awarded and is part of an executed grant application. Delivery of the bus is expected in 12-18 months.

In the interest of maintaining passenger service, the City contacted Centro in Syracuse and has reached an agreement for a loaner bus to be provided to the City at no cost until such time as the replacement bus arrives. The bus will serve as a 2nd spare unit and hopefully will see limited action. The attached agreement sets forth the provisions related to insurance and routine maintenance work, which the City will be required to provide. The City is appreciative of the assistance of Centro in helping avoid service disruptions in the event of multiple failures within our fleet.

A resolution for Council consideration is attached.

RESOLUTION

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Approving Joint Service Arrangement
With Central New York Regional
Transportation Authority

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is in need of an additional bus, and

WHEREAS the Central New York Regional Transportation Authority (CENTRO) has agreed to loan a vehicle to the City of Watertown to transport individuals in, to and from locations in Jefferson County, and

WHEREAS an agreement between CENTRO in Jefferson County through this Joint Service Arrangement pursuant to NYS Pub. Auth. L., § 1299-hh and § 1326(15) to put this into effect has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown hereby approves the Joint Service Arrangement, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager Kenneth A. Mix is hereby authorized and directed to execute the Joint Service Arrangement on behalf of the City.

Seconded by

JOINT SERVICE ARRANGEMENT

THIS AGREEMENT, dated this _____ day of _____, 2020, by the CITY OF WATERTOWN, NEW YORK, a municipal corporation located at 245 Washington Street, Watertown, NY 13601 (“WATERTOWN”) and the CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY, a New York public benefit corporation with its principal place of business located at 200 Cortland Avenue, Syracuse, NY 13205-0820 (“CENTRO”)

WHEREAS, CENTRO has agreed to loan a vehicle (the “Loaned Vehicle”) to WATERTOWN to transport individuals in, to and from locations in Jefferson County.

WHEREAS, WATERTOWN needs authorization of CENTRO in Jefferson County through this Joint Service Arrangement pursuant to NYS Pub. Auth. L., § 1299-hh and § 1326(15) to put this Joint Service Agreement into effect.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **TERM & SERVICE.** CENTRO authorizes the loan of a bus to Watertown to operate the Loaned Vehicle in Jefferson County and other counties as permitted by law for the purpose of providing Bus Service on the Loaned Vehicle. “Bus Service” shall mean providing service to regular route passengers in Jefferson and neighboring counties for the purpose of transporting passengers. The Term of such loan will be from June 1, 2020 until such time as either party terminates this agreement.
2. **RATE.** WATERTOWN shall compensate CENTRO for the Loaned Vehicle at a cost, of \$0.00 (Zero Dollars).
3. **COMPLIANCE.** WATERTOWN shall abide by all a laws, ordinances, regulations, and other rules, Federal, State or municipal, as are in any way applicable to the performance of this Agreement and shall act in no way as to deprive CENTRO’S subsidiary funding.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP.** An independent contractor relationship is established under the terms and conditions of this Agreement, and neither party shall have power to bind or create liability for the other.
5. **INDEMNIFICATION.** WATERTOWN agrees, at its sole cost and expense, to indemnify, protect, defend, and hold harmless CENTRO and its related entities, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys’ and experts’ fees) of any kind or nature whatsoever, which may at any time be imposed upon, incurred by, or asserted or awarded against the indemnified party relating to, resulting from, or arising out of the negligent or intentional acts or omissions of the indemnifying party or its agents or employees.

6. **LOANED VEHICLE.** Prior to the commencement of this Agreement, the Loaned Vehicle which is the sole subject of this Agreement is a 2007 Gilig bus with vehicle identification number Vin # 15GGB271171078173 and no other. The Parties will inspect the Loaned Vehicle and WATERTOWN accepts it "as is". WATERTOWN will maintain the Loaned Vehicle, as required by CENTRO's preventative maintenance schedule, throughout the Term of this Agreement. Any repair or preventative maintenance work performed by CENTRO will be billed to the City of Watertown at a rate of \$68.00 per hour plus parts. WATERTOWN agrees to return the vehicle in the same condition in which it was received.

7. **INSURED.** WATERTOWN shall provide insurance as follows, Automobile Liability Insurance coverage with a limit of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. Centro acknowledges that the City of Watertown is self-insured for General Liability Insurance. The Central New York Regional Transportation Authority and its related entities shall be named as an additional insured on the insurance policies. Protection for the Central New York Regional Transportation Authority for General and Automobile Liability shall be on a primary non-contributory basis. The insurance policies shall be amended to eliminate the provisions applicable to the insurance carriers' rights of subrogation as it pertains to the Central New York Regional Transportation Authority and all related entities. All insurance will be at WATERTOWN'S sole expense. Drivers of the Loaned Vehicle will be employee(s) of WATERTOWN and each shall carry a valid Commercial Driver's License. CENTRO may terminate this Agreement at any time for any reason as determined by CENTRO, on ten (10) days written notice.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of the Parties.

9. **NOTICE.** The contact person for each of the Parties hereto will be Brian M. Schultz, Executive Vice President for Centro and Patrick W. Keenan, Superintendent of Public Works for the City of Watertown or such other person as designated by either Party.

IN WITNESS WHEREOF, the City of Watertown, New York and Central New York Regional Transportation Authority have executed this Agreement in duplicate.

CITY OF WATERTOWN, NEW YORK

By: _____
Kenneth A. Mix, City Manager

CENTRAL NEW YORK REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Brian M. Schultz, EVP Centro