

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, November 6, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 6, 2023, 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

PROCLAMATION

Naming November 18, 2023 ‘National Injury Prevention Day’

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Approving Changes to City Fees and Charges Schedule – Ski and Snowshoe Rentals |
| Resolution No. 2 - | Accepting Bid for WWTP Blower Replacement - Gardner Denver Nash |
| Resolution No. 3 - | Accepting Bid for Fire Stations Exhaust Capture Removal System, Aire Deb Corp. |
| Resolution No. 4 - | Approving Change Order No. 1 with JL Excavation for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project |
| Resolution No. 5 - | Reappointment to the Transportation Commission – Bradford Riendeau |
| Resolution No. 6 - | Appointment to the Transportation Commission – Darian K Eagle |
| Resolution No. 7 - | Appointment to the Transportation Commission – Heather Romanek |
| Resolution No. 8 - | Readopting Fiscal Year 2023-24 General Fund Budget – Thompson Park Conservancy Funding |

- Resolution No. 9 - Approving Pole Attachment Agreement, National Grid
- Resolution No. 10 - Approving the Professional Services Agreement with GYMO, D.P.C. for the Design of the Thompson Park Bandstand Roof Project
- Resolution No. 11 - Approving Change Order No. 2 with Luck Bros., Inc. for Academy, High, Mill Streets Pavement Rehabilitation & ADA Ramps Project
- Resolution No. 12 - Approving the Professional Services Agreement with GYMO, D.P.C. for the Thompson Park West Sector Trail Project
- Resolution No. 13 - Approving Change Order No. 2 with Con Tech Building Systems, Inc. for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #1 – General Construction
- Resolution No. 14 - Approving Change Order No. 1 with Northern Tier Contracting Inc. for 2022 Fire Station Upgrades to Stations 1, 2 & 3
- Resolution No. 15 - Approving Request for Shuttle Bus Service, Northern Choral Society

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – September 2023
2. Sales Tax Revenue – September 2023
3. Jake Johnson Parking Garage Proposal

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss Collective Negotiations
2. To Discuss Proposed, Pending, or Current Litigation

WORK SESSION

Next Work Session is scheduled for Monday, November 13, 2023, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 20, 2023.

CITY OF WATERTOWN NEW YORK



JEFFREY M. SMITH
MAYOR

PROCLAMATION

WHEREAS, injuries and violence are the leading cause of death and hospitalizations in people from the ages of 1 to 44, and

WHEREAS, SAMARITAN MEDICAL CENTER is striving to become a Level III Trauma Center to better serve the greater Watertown and Fort Drum community, including many children. The Samaritan Emergency Department sees over 30,000 patients each year and nearly a thousand of these patients present because of a preventable injury. Samaritan and the City of Watertown can bring awareness to injury prevention locally on November 18, 2023 National Injury Prevention Day, and

WHEREAS, the City of Watertown is committed to creating a safe environment contributing to the safety and well-being of our citizens, and

WHEREAS, hospitals, state agencies and community organizations are committed to their crucial role in reducing injuries and deaths by promoting safe practices, and

WHEREAS, National Injury Prevention Day raises awareness and promotes efforts to reduce injuries, the City of Watertown commends Samaritan Medical Center and all involved in their endeavor to educate and protect from injury,

NOW THEREFORE, I, Jeffrey M. Smith, Mayor of the City of Watertown, do hereby proclaim November 18, 2023 as

NATIONAL INJURY PREVENTION DAY

and call upon the residents of Watertown, NY and the surrounding regions to join with me in this observation by identifying safety risks we face each day and to continue all efforts to reduce preventable injuries. Residents can learn more at www.injuryfree.org.

Mayor Jeffrey M. Smith

Res No. 1

October 31, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Changes to City Fees and Charges Schedule – Ski and Snowshoe Rentals

The City has acquired a trail grooming machine, and skis and snowshoes for rent. Ski rentals will include skis, boots, and poles. The Superintendent of Parks and Recreation is recommending the following rental rates:

	City Resident	Non-City Resident
Cross Country Skis/Boots	\$7.00/day	\$10.00/day
Snowshoes	\$5.00/day	\$5.00/day

There is a resolution attached for City Council consideration amending the FY 2023-2024 City Fees and Charges Schedule with the addition described above.

RESOLUTION

Page 1 of 1

Approving Changes to City Fees and
Charges Schedule – Ski and Snowshoe
Rentals

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS City Council established a City Fees and Charges Schedule for the City of Watertown, as authorized by Local Law No. 2 of 2016, and

WHEREAS the Fiscal Year 2023-2024 City Fees and Charges Schedule was adopted by City Council on June 5, 2023 and amended on July 3, 2023, and

WHEREAS the City of Watertown now has a trail grooming machine, and skis and snowshoes to rent, and

WHEREAS the Parks and Recreation Department has proposed additions to the City Fees and Charges Schedule to include ski and snowshoe rental fees,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the below additions to the City Fees and Charges Schedule:

	City Resident	Non-City Resident
Cross Country Skis/Boots	\$7.00/day	\$10.00/day
Snowshoes	\$5.00/day	\$5.00/day

Seconded by _____

City of Watertown

City Fees and Charges Schedule

FY 2023-24

Parks and Recreation Fees*

* Military personnel and their immediate families, upon producing military ID, will be charged at the City Resident rate

Arena - Ice Time for Groups	City Resident	Non City Resident
Minor Hockey & Figure Skating / Student Groups		\$85.00 per hour
Adult and Non City Groups		\$125.00 per hour
Events Where Admission / Donation is Charged	\$160.00	\$200.00 per hour
School Ice Skating	\$3 per student to cover cost of skating and rentals	
 Arena - Ice Time	 City Resident	 Non City Resident
Public Skating	\$4.00	\$5.00 per event
Public Skating (children under the age of 4 years old)	No Charge	No Charge
Season Public Skating Pass	\$125.00	\$156.00 season
Family Public Skating Pass	\$250.00	\$313.00 season
Family Skate Pass (All events)	\$350.00	\$438.00 season
Skate & Shoot	\$5.00	\$6.00 per day
Season Skate & Shoot Pass	\$125.00	\$156.00 season
Season Skate & Shoot Pass and Public Skate	\$200.00	\$250.00 season
Ice Skate Rental	\$3.00	\$4.00 per day
Ice Skate Rental (children under the age of 4 years old)	No Charge	No Charge
Ice Skate Sharpening	\$5.00	\$6.00 per day
Rock & Skate	\$5.00	\$6.00 per day
Slip Slide & Skate		
Per Season	\$25.00	\$50.00 season
Per Season - With Skate Rental	\$35.00	\$70.00 season
Broomball	\$5.00	\$6.00 per day
Broomball Equipment Rental	\$3.00	\$4.00 per broom
Replacement ID Card	\$5.00	\$6.00 per card
 Arena - Rental of Space	 City Resident	 Non City Resident
Arena Rental / Performances	\$1,250.00	\$1,500.00 per day
Performances - Day Before / After	\$625.00	\$750.00 per day
Arena Rental Non Ice Time	\$100.00	\$125.00 per hour
Multipurpose Room - Daily	\$100.00	\$125.00 per day
Multipurpose Room - Hourly	\$25.00	\$31.00 per hour
Vendor Space	\$100.00	\$125.00 per day
Large Stage Set Up	\$1,000.00	\$1,250.00 per event
Small Stage Set Up	\$500.00	\$625.00 per event
Hospitality Room	\$250.00	\$313.00 per day
Office Rental - Seasonal	\$500.00	\$625.00 per season
Office Rental - Monthly	\$85.00	\$105.00 per month
Birthday Party Room	\$50.00	\$63.00 per party
Arena Concession - Per Vendor	\$250.00	\$313.00 per day
Arena Concession - Unlimited Concession Stands	\$1,000.00	\$1,250.00 per day
Craft and Vendor Fairs - Booth w/o Electricity	\$40.00	\$50.00 per day
Craft and Vendor Fairs - Booth w/ Electricity	\$50.00	\$63.00 per day

City of Watertown
City Fees and Charges Schedule
FY 2023-24

Parks and Recreation Fees (con't)

Miscellaneous Arena Fees	City Resident	Non City Resident
Admission to Events		
Craft and Vendor Fairs	\$3.00	\$3.00 per day
Special Events Sponsored by Parks & Rec	\$5.00	\$5.00 per day
Advertising Fees		
Advertising Signs in Arena	\$400.00	\$500.00 May-Aug
Advertising on TV in Lobby	\$100.00	\$125.00 per month

Chairs and Table Rental	City Resident	Non City Resident
Chair Rental: Up to 500 Chairs	\$1.00	\$1.25 per day
Chair Rental: 501 - 1000	\$0.75	\$1.00 per day
Chair Rental: 1001+	\$0.50	\$0.75 per day
Table Rental: 1 - 20 Tables	\$4.00	\$5.00 per day
Table Rental: 21+ Tables	\$3.00	\$4.00 per day

Field Rental	City Resident	Non City Resident
Fairgrounds Main Baseball Field - Grandstand		
Hourly	\$85.00	\$110.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Main Multipurpose Field - Outdoor Stadium		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Horse Ring	\$60.00	\$75.00 per day
Municipal Fairgrounds Rental	\$300.00	\$375.00 per day
Other Athletic Fields		
Hourly	\$30.00	\$37.50 per hour
Lights	\$40.00	\$50.00 per day
Performances	\$1,000.00	\$1,250.00 per day
Day Before / After	\$500.00	\$625.00 per day
Practice - Schools Within City Limits & JCC	50%	N/A per hr

Field Rental For Tournaments	City Resident	Non City Resident
Main Fields - Non-Profit 501C3	\$50.00	\$63.00 per hour
Other Fields - Non-Profit 501C3	\$20.00	\$25.00 per hour
Regular For Profit Events	Hourly rate	Hourly rate per day
Additional Chalk Lining	\$25.00	\$31.00 per lining

Naming Rights - Athletic Fields (5 year term - fields used mid-April through early-October)		
Regular Athletic Fields (11)		\$1,000 per year
Regular Athletic Fields with lights (4)		\$1,500 per year
Main Multi-Purpose Field (1)		\$3,000 per year
Grandstand (1)		\$5,000 per year

	City Resident	Non City Resident
Turf	\$20.00	\$25.00 per bag

City of Watertown
City Fees and Charges Schedule
FY 2023-24

Parks and Recreation Fees (con't)

Parking	City Resident	Non City Resident
Parking - Arena Concert / Performance / Show	\$1,500.00	\$1,875.00 per event
Parking - Outdoor Events	\$3,000.00	\$3,750.00 per event

RV sites	City Resident	Non City Resident
With Utility Hookup	\$25.00	\$31.00 per night
Without Utility Hookup	\$15.00	\$19.00 per night

Jefferson County Agriculture Society Fair

Arena Rental - Fair	\$3,000.00	fair
RV Sites - Fair Week	\$75.00	per site
Concessions - Jeff Co Ag Society	\$1,000.00	fair

Marquee Advertising	City Resident	Non City Resident
Non Parks and Recreation Events - Daily	\$10.00	\$13.00 per day
Non Parks and Recreation Events - Weekly	\$50.00	\$63.00 per week

Miscellaneous Parks and Recreation Fees	City Resident	Non City Resident
Vendor Fee	\$50.00	\$63.00 per event
Vendor Fee - Large Event	\$300.00	\$375.00 per event
Event Fee	\$500.00	\$625.00 per day
Alcohol Permit Processing Fee	\$10.00	\$13.00 per day

Pavilion Rentals	City Resident	Non City Resident
Mayor Butler Pavilion	\$50.00	\$63.00 per day
Fairgrounds Pavilion	\$50.00	\$63.00 per day
Veterans Memorial Pavilion	\$50.00	\$63.00 per day
Marble Park Pavilion	\$50.00	\$63.00 per day
Thompson Park		
Large Pavilion - One of Four Quarters	\$50.00	\$63.00 per day
Large Pavilion - Full	\$200.00	\$250.00 per day
Picnic Areas	\$10.00	\$13.00 per day
Rotary Pavilion	\$50.00	\$63.00 per day
Pinnacle Pavilion	\$50.00	\$63.00 per day
Band Stand	\$25.00	\$31.00 per day

Thompson Park - Garbage Removal for Large Groups

1-99 people	\$25.00 per day
100-199 people	\$50.00 per day
200+ people	\$75.00 per day

Bubble Ball	City Resident	Non City Resident
Bubble Ball Rental	\$5.00	\$6.00
Bubble Ball Event Fee	\$100.00	\$125.00

Equipment Rental	City Resident	Non City Resident
Cross Country Skis/Boots	\$7.00	\$10.00 per day
Snowshoes	\$5.00	\$7.00 per day

City of Watertown
City Fees and Charges Schedule
FY 2023-24

Parks and Recreation Fees (con't)

Team Sports Programs

Men's and Coed Adult Softball (officials included)	\$325.00	per team
Sunday Softball	\$300.00	per team
Volleyball Team	\$200.00	per team
Kickball Team	\$225.00	per team
Soccer Tournament	\$225.00	per team
Basketball Tournament	\$125.00	per team
Soccer Teams	\$225.00	per team
Sunday Football League	\$250.00	per team
Pickleball Tournament	\$40.00	per team

Baseball and Softball Adult

	City Resident	Non City Resident
Athletic Tournaments	\$200.00	\$300.00 per team

Parks and Recreation Programs

	City Resident	Non City Resident
Tennis Clinic	\$30.00	\$60.00 per person
Golf Lessons	\$50.00	\$100.00 per person
Youth Baseball & Softball Leagues	\$15.00	\$30.00 per person
Youth Swimming Lessons	\$15.00	\$30.00 per person
Fishing Clinic	\$30.00	\$60.00 per person
Family Yoga	\$10.00	\$20.00 per person
Scuba Diving Lessons	\$30.00	\$60.00 per person
Kid's Zumba	\$15.00	\$30.00 per person
Youth Running Club	\$20.00	\$40.00 per person
Horseback Riding Lessons	\$50.00	\$100.00 per person
Archery Day Camp	\$15.00	\$30.00 per person
Archery Week Camp	\$40.00	\$80.00 per person
Boot Camp Exercise Program	\$25.00	\$50.00 per person
Youth Camps	\$25.00	\$50.00 per person
Parks and Recreation Classes	\$25.00	\$50.00 per person
Pickleball Open Play (Arena)	\$4.00	\$5.00 per person

City of Watertown
City Fees and Charges Schedule
FY 2023-24

Parks and Recreation Fees (con't)

Thompson Park Golf Course	City Resident	Non City Resident
Season Passes		
18 & Under	\$ 100	\$ 125
22 & Under	\$ 250	\$ 300
Adult	\$ 725	\$ 800
Senior (62)	\$ 575	\$ 650
Senior Couple (62)	\$ 800	\$ 875
Family (2 Adults)	\$ 900	\$ 1,000
<i>Additional Student</i>	\$ 60	\$ 70
Greens Fees		
9-Holes	\$ 15	\$ 17
18-Holes	\$ 22	\$ 25
 Fall Rates (Effective September 15th)		
9-Holes	\$ 9	\$ 11
18-Holes	\$ 13	\$ 15
Carts (Per Golfer)		
9-Holes	\$ 10	\$ 11
18-Holes	\$ 15	\$ 16
League Fees <i>(No league fee for season pass holder. Cart fees apply)</i>		
Season - 9 Holes	\$ 225	\$ 250
Cart Pass	\$ 200	\$ 225
Tournament Fees		
Per Entry	\$ 40	\$ 40
Driving Range		
Small	\$ 5	\$ 5
Large	\$ 8	\$ 8
Club Rentals		
Per Outing	\$ 5	\$ 10

ID required in order to receive resident rate.

October 25, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-32 WWTP – Blower Replacement
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the WWTP – Blower Replacement, per City specifications and publicly opened and read the sealed bids on October 10, 2023, at 11:00 a.m. EST. Invitation to bids were provided to seven (7) plan houses and six (6) potential vendors.

The Purchasing Department received one (1) sealed bid submittal and the bid tabulation are shown below:

Gardner Denver Nash
Charleroi, PA 15022
\$31,544.48

The Purchasing Manager and Engineering and Water Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the WWTP – Blower Replacement to Gardner Denver Nash as the lowest responsive responsible bidder at a total bid price of **\$31,544.48.**

The WWTP – Blower Replacement will be funded through the 2023-24 adopted Sewer Fund budget.

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

RESOLUTION

Page 1 of 1

Accepting Bid for WWTP Blower Replacement -
Gardner Denver Nash

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to replace a blower/exhauster located at the W.T. Fields Drive (Wastewater Treatment Plant), and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the WWTP Blower Replacement, and

WHEREAS on October 10, 2023, 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 Engineering and Water Departments and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Gardner Denver Nash,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Gardner Denver Nash in the amount of \$31,544.48.

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

WWTP - BLOWER REPLACEMENT (Hoffman or Equivalent)

Bid / RFP Number:

Bid #2023-32

Opening Date:

Tuesday October 10, 2023 @ 11:00 AM

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

Vendor Name, Address and Point
of Contact

Gardner Denver Nash

Charleroi, PA 15022

Total Base Bid

\$31,544.48

October 24, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-28 Fire Stations Exhaust Capture Removal System
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Fire Stations Exhaust Capture Removal System, per City specifications and publicly opened and read the sealed bids on September 19, 2023, at 2:00 p.m. EST. Invitation to bids were provided to seven (7) plan houses and three (3) potential vendors.

The Purchasing Department received two (2) sealed bid submittals and the bid tabulations are shown below:

Vendor Name, Address and Point of Contact	Aire - Deb Corp.		Air Cleaning Systems, INC	
	Alden, NY 14004		Latham, NY 12110	
Option #1 - Entirely New System Total Base Bid	\$171,056.90		\$169,989.00	
Option #2 - Reuse Rail & Trolley Only Total Base Bid	\$149,305.00		\$160,989.00	
Exceptions + additional cost to Total Base Bid	\$0.00		\$12,790.00	
Total Base Bid (with Exceptions - if any)	\$171,056.90		\$182,779.00	
Add-on #1 Optional Drops (each)	\$7,500.00		\$7,200.00	
Add-on #2 Small Equipment Exhaust Drop	**included		\$4,785.00	

The Purchasing Manager and Engineering and Fire Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Fire Stations Exhaust Capture Removal System to Aire-Deb Corp. as the lowest responsive responsible bidder at a total base bid price of **\$171,056.90 and one (1) additional optional drop at Station #1 for an additional cost of \$7,500.00 for a total award of \$178,556.90.**

The Fire Stations Exhaust Capture Removal System, as adopted in the Fiscal Year 2022-23 Capital Budget, will be funded from an Assistance to Firefighters (AFG) grant (91% = \$162,486.78) and through a transfer from the General Fund (9% = \$16,070.12).

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

RESOLUTION

Page 1 of 1

Accepting Bid for Fire Stations Exhaust
Capture Removal System - Aire Deb Corp.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to replace the vehicle exhaust capture systems at the City's three (3) fire stations to reduce the employee's exposure to carcinogens in the vehicle exhaust as the systems were installed in 2001 and 2003, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the Fire Stations Exhaust Capture Removal System, and

WHEREAS on September 19, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering and Fire Departments and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Aire-Deb Corp., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Aire-Deb Corp. in the amount of \$171,056.90 plus one (1) additional optional drop at Station #1 (additional cost of \$7,500.00) for a total award of \$178,556.90, and

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

Seconded by _____

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
FIRE**

PROJECT DESCRIPTION	COST
<p>Fire Stations – Plymovent System Replacements</p> <p>The department has applied for a FEMA Assistance to Firefighters Grant to fund replacement of the vehicle exhaust capture systems at the city’s three fire stations. The systems capture the vehicle exhaust and route it to the exterior of the stations. This reduces the employee’s exposure to carcinogens in the vehicle exhaust. The systems were installed in 2001 and 2003. Due to the age of the systems costly repairs happen frequently. The grant proposal budget is \$200,000. The federal share is \$181,817 with a local match of \$18,183.</p>  <p>Funding to support this project will be from an Assistance to Firefighters (AFG) grant (91% = \$181,817) and through a transfer from the General Fund (9% = \$18,183) (A.9950.0900).</p>	<p>\$200,000</p>
TOTAL	\$200,000



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

2023 Fire Stations Exhaust Capture Removal System

Bid / RFP Number:

Bid #2023-28

Opening Date:

Tuesday September 19, 2023 @ 2:00 PM

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

Vendor Name, Address and Point of Contact

Aire - Deb Corp.

Air Cleaning Systems, INC

Alden, NY 14004

Latham, NY 12110

Option #1 - Entirely New System Total Base Bid

\$171,056.90

\$169,989.00

Option #2 - Reuse Rail & Trolley Only
Total Base Bid

\$149,305.00

\$160,989.00

Exceptions + additional cost to Total Base Bid

\$0.00

\$12,790.00

Total Base Bid (with Exceptions - if any)

\$171,056.90

\$182,779.00

Add-on #1 Optional Drops (each)

\$7,500.00

\$7,200.00

Add-on #2 Small Equipment Exhaust Drop

**included

\$4,785.00

Total Base Bid (with all optional items)

\$193,556.90

\$216,364.00

EXCEPTIONS COST IS THE COST
OF INSURANCES OCP, BUILDERS
RISK/INSTALLATION,
POLLUTION, 2 YR
MAINTENANCE BOND AND
PERFORMANCE PAYMENT
BOND

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 with JL Excavation for Washington Street and Keyes Avenue Sanitary Sewer Replacement Project,

At the June 05, 2023 meeting, City Council approved the bid for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project to JL Excavation in the amount of \$910,090.50.

JL Excavation has submitted Change Order No. 1 in the amount of \$20,399.48 more for additional work, bringing the final construction cost to \$930,489.98. This change order will have JL Excavation install approximately 40-feet of ductile iron pipe on Winslow Street and a tapping sleeve and valve that will connect into the water main on Washington Street. This pipe will then be plugged so that it is prepared for construction for the Winslow Street Water Main Replacement Project when it is constructed next year.

This project has exposed the water main that will be worked on next year. Doing this additional work now will avoid the need to dig up Washington Street again next year.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 with
JL Excavation for the Washington
Street and Keyes Avenue Sanitary
Sewer Replacement Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at its June 05, 2023, meeting, the City Council approved a bid from JL Excavation in the amount of \$910,090.50 for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, and

WHEREAS it was determined that in order to not dig up Washington Street again, and the already excavated trench displaying the Washington Street Water Main, the Tapping Sleeve and Valve that would connect into this Water Main along with approximately 40-feet of ductile iron pipe on Winslow Street would be installed and plugged for the future Winslow Street Water Main Replacement Project, and

WHEREAS JL Excavation has submitted Change Order No. 1 in the amount of \$20,399.48 for the water main work,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 from JL Excavation in the amount of \$20,399.48, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$930,489.98, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

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The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related**

Documents along with all copies, modifications and merged portions in any form.

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EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

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EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

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EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

No. 1

Effective Date: 11/07/2023

Owner's Contract No.:

Engineer's Project No.: 2022-051

Description: Due to construction opening up and exposing the Washington Street Water Line near Winslow Street where the new Water Main on Winslow Street will connect into, it was determined that JL Excavation would install the TS&V, approximately 40 feet of 8-inch ductile iron pipe, and plug it until the Winslow Street Water Main Replacement Project can take place so that Washington Street does not need to be dug up again.

Ready for final payment (days or date):

Date:

Page 1 of 2

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Agreed Price Worksheet

Contract No.: **6-23** Item No.: _____ Quantity: **1** Units: _____
 Item Description: **Estimate for tsv and 40' watermain at washington/winslow intersection**

(A) Direct Labor

Worker	Hours	Rate/Hour	Cost	Worker	Hours	Rate/Hour	Cost
epa	15.00	\$48.15	\$722.25				
epb	15.00	\$47.27	\$709.05				
foreman	15.00	\$43.99	\$659.85				
labor	15.00	\$32.27	\$484.05				

Subtotal (A): \$2,575.20

(B) Supplementals

Worker	Hours	Rate/Hour	Cost	Worker	Hours	Rate/Hour	Cost
epa	15.00	\$30.60	\$459.00				
epb	15.00	\$30.60	\$459.00				
foreman	15.00	\$30.60	\$459.00				
labor	15.00	\$27.05	\$405.75				

Subtotal (B): \$1,762.75

(C) Worker's Compensation

Percentage **3.50** Gross Wages **\$2,575.20** **Subtotal (C): \$90.13**

(D) Materials

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
siping	in	1	\$7,820.02	\$7,820.02					
bedding	in	14.1	\$112.00	\$1,579.20					

Subtotal (D): \$9,400.02

(E) Services

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
dump truck	hr	20	\$125.00	\$2,500.00					

Subtotal (E): \$2,500.00

(F) Overhead and Profit

		OH & Profit %	Cost
Labor and Materials	A+B+C+D	10.00	\$1,384.81
Services	E	5.00	\$125.00

Subtotal (F): \$1,509.81

(G) Equipment

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
hubeice 140	15.00	\$55.00	\$825.00				
170 loaders	15.00	\$49.00	\$735.00				
tamper	15.00	\$10.50	\$157.50				

Subtotal (G): \$1,717.50

(H) Taxes & Liability

	%	Gross Wages	Cost
FICA, MED, SUI, Holiday	26.000	\$2,575.20	\$669.55
Liability	6.000	\$2,575.20	\$154.51

Subtotal (H): \$824.06

Grand Total: \$20,399.48

Unit Price /

Calculate Unit Price

Res No. 5

October 24, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Reappointment to the Transportation Commission – Bradford Riendeau

The term of Bradford Riendeau on the Transportation Commission expired on April 1, 2023, and he has expressed an interest in continuing to serve on this commission.

Attached for City Council consideration is a resolution reappointing him to a three-year term, expiring on April 1, 2026.

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Bradford Riendeau

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2026:

Bradford Riendeau
637 Academy Street
Watertown, NY 13601

Seconded by

Res No. 6

October 24, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Appointment to the Transportation Commission – Darian K. Eagle

Owen Virkler's term on the Transportation Commission expired on April 1, 2023. As reported in the August 7, 2023 agenda, he was willing to continue on the Commission, but requested that someone else be pursued to replace him. Darian K. Eagle has expressed an interest in serving on this commission and is recommended by the Transit Director, Kyle Meehan.

Attached for City Council consideration is a resolution appointing her to a three-year term, expiring on April 1, 2026.

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Darian K Eagle

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for the remainder of a three-year term, such term expiring on April 1, 2026:

Darian K. Eagle
313 Logan Street
Watertown, NY 13601

Seconded by

Res No. 7

October 24, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Appointment to the Transportation Commission – Heather Romanek

Samuel Purington's term on the Transportation Commission expired on April 1, 2023. As reported in the August 7, 2023 agenda, he was willing to continue on the Commission, but requested that someone else be pursued to replace him. Heather Romanek has expressed an interest in serving on this commission and is recommended by the Mobility Manager, Brandi Smith.

Attached for City Council consideration is a resolution appointing her to a three-year term, expiring on April 1, 2026.

RESOLUTION

Page 1 of 1

Appointment to the Transportation
Commission – Heather Romanek

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission for the remainder of a three-year term, such term expiring on April 1, 2026:

Heather Romanek
22571 Duffy Road
Watertown, NY 13601

Seconded by

Res No. 8

November 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2023-24 General Fund Budget – Thompson Park Conservancy Funding

Thompson Park Conservancy, Inc. has requested an additional \$60,000 to cover cash flow until a more permanent financing solution can be put in place for opening next Spring. The Conservancy requested \$140,000 when the Council was reviewing the Proposed Budget last Spring. The Council decided to leave the budgeted amount at \$100,000 and told them to come back if they run into financial troubles in the Winter.

The attached resolution moves \$60,000 from Fund Balance to the account line that pays for the zoo operation. The funds will not be disbursed until an agreement is approved. We are working on drafting the agreement.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2023-24 General
Fund Budget – Thompson Park Conservancy
Funding

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on June 5, 2023 the City Council passed a resolution adopting the Budget for Fiscal Year 2023-24, of which \$54,436,090 was appropriated for the General Fund, and

WHEREAS the adopted Fiscal Year 2023-24 General Fund budget appropriated \$100,000 for a public services agreement with the Thompson Park Conservancy, Inc and,

WHEREAS on August 7, 2023 the City Council agreed to a public benefit services agreement with the Thompson park Conservancy, Inc in the amount t of \$100,000 and

WHEREAS the Thompson Park Conservancy, Inc has requested additional financial support in the amount of \$60,000,

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2023-24 and makes the following adjustments in the re-adopted General Fund Budget:

GENERAL FUND

Appropriated Fund

Balance:

A.0000.0909

Fund Balance

\$ 60,000

Expenditures:

A.7110.04300

Parks and Playgrounds Maintenance –
Contracted Services

\$ 60,000***Seconded by***

Res No. 9

October 27, 2023

To: The Honorable Mayor and City Council

From: Kenneth A Mix, City Manager

Subject: Approving Pole Attachment Agreement, National Grid

Over the years, the City of Watertown has used the facilities owned by National Grid to display the City's holiday decorations. In support of this initiative, National Grid has forwarded, for City Council approval, a Pole Attachment Agreement that provides the policies and procedures regarding the placing of decorative attachments to their utility poles.

A resolution approving the Agreement with National Grid has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Pole Attachment Agreement,
National Grid

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown desires to display holiday decorations throughout the community, and


WHEREAS National Grid, owners of the street lighting system, wishes to permit civic organizations and/or municipal corporations to temporarily attach seasonal decorations, announcements, and special-event notifications to their facilities, and

WHEREAS National Grid has asked the City to approve a Pole Attachment Agreement to cover the use of their facilities,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Pole Attachment Agreement, a copy of which is attached and made a part of this resolution, and

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

Seconded by _____

	MEMORANDUM	Brian MacCue
	Dept. Public Works	Superintendent
		Date: 10-27-23
To:	Ken Mix, City Manager	
Subject:	Holiday Decorations National Grid Pole Attachment Agreement 2023	

Attached for your review and City Council approval is the proposed 2023-24 National Grid Pole Attachment Agreement. This standard agreement addresses two specific issues, the first being an indemnification agreement protecting National Grid from any damage sustained to or by their poles due to the attachment of the City's holiday decorations; the second, provides a means, by way of the summary attachment, of quantifying the power to be consumed based upon prior lamp inventory and this years energized/de-energized schedule.

As you will note this agreement is similar to what was authorized in previous years with National Grid identifying the decoration attachment period as running from Monday, November 27th 2023 through January 31st 2024. We previously used timers on the decorations but have eliminated the timers allowing the lights to be illuminated continuously.

In order to address the required Liability Insurance to indemnify National Grid, the City will need to provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.

Brian

cc: Chris Misercola, Electric Department Crew Chief
Mike Lumbis, City Planner

October 27, 2023

National Grid
Attn: Gerald J. Haenlin, Manager
Community and Customer Management
144 Kensington Ave.
Buffalo, NY 14214

RE: Pole Attachment Agreement City of Watertown 2023-24

Dear Sirs/Madams:

In consideration of your permitting the City of Watertown, New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the City of Watertown, New York, during the period from Monday, November 27, 2023 to Wednesday, January 31, 2024, the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said City of Watertown, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting there from) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily injury - \$1,000,000/1,000,000
Property Damage - \$1,000,000/1,000,000

OR

Combined Single Limit - \$1,000,000

OR

BI & PD per Occurrence - \$1,000,000
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

Ken Mix, City Manager

Approval of the above offer granted
contingent upon receipt of insurance
specified above.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Date: _____

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.



October 27, 2023

Mr. Patrick Keenan, DPW
City of Watertown
245 Washington St
Watertown, NY 13601

Dear Mr. Keenan:

Re: Attachments to National Grid Facilities

It is the time of year again when municipalities begin planning to decorate their business districts for the holidays. This letter is to inform you of National Grid's policy and procedure regarding any and all attachments (not just holiday) to our facilities and the energy used by such, whether they are attached to poles owned by National Grid or by the municipal corporation (unless attached to a metered service).

National Grid's policy is to permit civic organizations and/or municipal corporations to temporarily (typically not to exceed 120 days per calendar year) attach seasonal decorations, announcements and special-event notifications of reasonable size to our facilities if they are considered by National Grid's review and assessment to be safe and adequate to support the attachments.

If you are not attaching holiday decorations, please sign, date and return this letter to me as soon as possible. No other action is necessary.

If you are planning to install either energized or non-energized holiday decorations or other types of attachments to our facilities or to install energized decorations to unmetered customer-owned facilities, at least 3 weeks prior to installation (more is preferred since we receive many such requests) we require:

- 2 copies of your completed Attachment Agreement, each with original signature (blank form and example form are attached);
- your insurance certificate, showing proof of public liability and property damage insurance and specifying coverage dates and limits as outlined in the Attachment Agreement (example attached); and
- your written request, which must include the following information (an Attachment Agreement Supplemental Information sheet is attached for your perusal):
 - ◆ Location of attachments. (Pole number(s), street names, etc.)
 - ◆ Date you wish to install decorations or attachments
 - ◆ Date you will remove decorations or attachments
 - ◆ Projected square area of attachment, weight of material, type of material, length of support arm (if applicable)
 - ◆ Method of attachment to facility
 - ◆ Name of contact person and phone number
 - ◆ Connected wattage at each location*
 - ◆ Type of controller* (time clock, photo cell, number of hours of operation)

*Required for attachments that consume unmetered energy. The information will allow us to calculate a flat rate bill based on P.S.C. 207, S.C.#2, Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the January termination date given on the attachment contract.

Attachments to jointly owned poles must be approved by the appropriate telephone company in addition to receiving National Grid's approval.

In order to remain consistent with our responsibility to provide safe and reliable electric service to our customers, we are unable to permit the installation of decorations attached to our facilities without the above required information and approved attachment agreements.

We will be more than happy to process your request as a service to you at no charge. However, if we need to modify our facilities for safety clearances or other installation concerns, you will be billed. We will discuss this with you prior to proceeding with any field changes in case an alternate location is available.

If any proposed attachment requires energy on a pole where a convenience outlet does not exist, we can install a convenience outlet for you. Charges for these outlets vary depending on the type of pole it is being installed on. Again, energy used will be billed. Please contact us for more information.

As a reminder, the above paperwork is also required for any other attachments or the use of convenience outlets at any time throughout the year (i.e., flag attachments, festival, flower baskets, banners, etc.).

Best wishes for a safe and happy holiday season. If you have any questions, please feel free to contact your local National Grid account representative.

Sincerely,

Jerry

Gerald J. Haenlin, Manager
Community and Customer Management

Enclosures:

- Attachment Agreement
- Supplemental Information Form
- Example of Attachment Agreement
- Example of Certificate of Insurance

We are NOT attaching holiday decorations to utility poles or street light standards this season.

Signature	Date
-----------	------

Name (Printed)	Title
----------------	-------

Municipal Name (Printed)

Municipality/Civic Organization Name: City of Watertown, NY

Installation Date*: November 27, 2023 Removal Date*: Januray 31, 2024

Projected square area of attachment: Attached Schedule of holiday ornaments hung from poles including wattage and meter status.

Type of Material: Photos of typical attachments are included.

Method of Attachment to Facility*: Stainless band straps

Location of Attachments -- Both Pole Numbers and Street Name(s) are Required (add additional pages if required):

[illegible]

Connected Wattage at Each Location -- Required for unmetered energized attachments; otherwise please mark "N/A" below. This information allows us to accurately calculate your flat rate bill based on PSC 207, SC2 Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the decoration removal date.

Type of Controller (time clock, dusk-to-dawn photo cell): _____

Hours of Operation: _____

Date: _____, _____

NIAGARA MOHAWK
300 Erie Blvd West
Syracuse, NY 13202

Dear Sirs/Madams:

In consideration of your permitting the City of Watertown, New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the City of Watertown, New York, during the period from 11/27/2023 to 01/31/2024, the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said City of Watertown, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the License shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting therefrom) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily injury - \$1,000,000/1,000,000
Property Damage - \$1,000,000/1,000,000
OR
Combined Single Limit - \$1,000,000
OR
BI & PD per Occurrence - \$1,000,000
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

By: _____
Name, Title

Approval of the above offer granted
contingent upon receipt of insurance
specified above.

NIAGARA MOHAWK POWER CORPORATION
By: _____

Date: _____

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995



Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Pole Wrapped in Lights	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
2	Arsenal Street	South Side	Aluminum Poles		None	No	N/A	Un-Metered	No
3	Arsenal Street	South Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
4	Arsenal Street	North Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
5	Arsenal Street	North Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
6	Arsenal Street	South Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
7	Arsenal Street	North Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
8	Arsenal Street	South Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
9	Arsenal Street	North Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
10	Arsenal Street	South Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
11	Arsenal Street	North Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
12	Arsenal Street	North Side	Aluminum Poles		None	No	N/A	Un-Metered	No
13	Arsenal Street	South Side	Ornamental		None	No	N/A	Un-Metered	No
14	Arsenal Street	North Side	Ornamental		None	No	N/A	Un-Metered	No
15	Arsenal Street	South Side	Ornamental		None	No	N/A	Un-Metered	No
16	Arsenal Street	North Side	Ornamental		None	No	N/A	Un-Metered	No
17	Arsenal Street	South Side	Ornamental		None	No	N/A	Un-Metered	No
18	Arsenal Street	North Side	Ornamental		None	No	N/A	Un-Metered	No
197	Arsenal Street	South Side	New Style Ornamental		None	No	N/A	Un-Metered	No
20	Arsenal Street	North Side	Ornamental		None	No	N/A	Un-Metered	No
1	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150 20 x 7watt Bulbs	Un-Metered	No
2	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
3	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
5/4	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
7/6	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
9/8	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
11/10	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
13/12	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
15/14	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
17/16	Black River Parkway	South Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
17	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
2	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
3	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
4	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
5	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
6	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
7	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
8	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
9	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
10	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
12	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
13	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
14	Black River Parkway	North Side	Aluminum Poles		Candy Cane 8ft	Lights	150	Un-Metered	No
23	Coffeen Street	Northeast Side	Aluminum Poles		None	No	N/A	Un-Metered	No
24	Coffeen Street	Southwest Side	Aluminum Poles		None	No	N/A	Un-Metered	No
65 16	Court Street	Northeast Side	Aluminum Poles		None	No	N/A	Un-Metered	No
65 15	Court Street	Northeast Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
65 17	Court Street	Southwest Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
65 14	Court Street	Southwest Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
65 18G	Court Street	Southwest Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
65 19	Court Street	Southwest Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
65 13	Court Street	Northeast Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No

Note:



Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Pole Wrapped in Lights	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
6S 20	Court Street	Southwest Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
6S 12	Court Street	Northeast Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
6S 21	Court Street	Southwest Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
6S 11	Court Street	Northeast Side	Aluminum Poles		Candy Cane 6ft	No	N/A	Un-Metered	No
6S 10	Court Street	Northeast Side	Aluminum Poles		None	No	N/A	Un-Metered	No
6S 9	Court Street	Northeast Side	Aluminum Poles		None	No	N/A	Un-Metered	No
One Half	Factory Street	South Side	Aluminum Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
2	Factory Street	South Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
3	Factory Street	South Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
4	Factory Street	South Side	Wood Pole		Christmas tree	No	N/A	Un-Metered	No
8 dash 1	Factory Street	South Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
10 dash 1	Factory Street	South Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
2	Factory Street	North Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
5	Factory Street	North Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
6	Factory Street	North Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
7	Factory Street	North Side	Wood Pole		Christmas Tree	No	N/A	Un-Metered	No
8	Factory Street	North Side	Wood Pole		Candy Cane 6ft	No	N/A	Un-Metered	No
1	Franklin Street	Southwest Side	Streetscape Ornamental		None	No	N/A	Un-Metered	No
1A?	Franklin Street	Northeast Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
2	Franklin Street	Southwest Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
3	Franklin Street	Northeast Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
4	Franklin Street	Southwest Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
5	Franklin Street	Northeast Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
6	Franklin Street	Southwest Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
7	Franklin Street	Northeast Side	New Style Ornamental		None	No	N/A	Un-Metered	No
9	Franklin Street	Northeast Side	Ornamental		None	No	N/A	Un-Metered	No
10	Franklin Street	Northeast Side	Aluminum Poles		None	No	N/A	Un-Metered	No
11	Franklin Street	Southwest Side	Ornamental		None	No	N/A	Un-Metered	No
12	Franklin Street	Northeast Side	Ornamental		None	No	N/A	Un-Metered	No
13	Franklin Street	Southwest Side	Ornamental		None	No	N/A	Un-Metered	No
14	Franklin Street	Northeast Side	Ornamental		None	No	N/A	Un-Metered	No
15	Franklin Street	Southwest Side	Ornamental		None	No	N/A	Un-Metered	No
16	Franklin Street	Southwest Side	Ornamental		None	No	N/A	Un-Metered	No
17	Franklin Street	Northeast Side	Ornamental		None	No	N/A	Un-Metered	No
2	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
3	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
13	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
14	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
15	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
16	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
17	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
18	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No

Note:



Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Pole Wrapped in Lights	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental		None	No	N/A	Metered	No
2	Mill Street	Interior Traffic Island	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
1	Mill Street	Exterior Perimeter - West Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
2-43	Mill Street	Exterior Perimeter - East Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
4	Mill Street	Exterior Perimeter - West Side	Aluminum Poles		None	No	N/A	Un-Metered	No
2-2	Public Square	Exterior Perimeter - East Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
3	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
4	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
5	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
6	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
7	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
8	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-34A	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-35	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
2-13	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
2-14	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
2-15?	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-16	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-17	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-6	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-5	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-4	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
2-3	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental		Christmas Tree	Lights	70 (50 1.4watt C9 LED Bulb)	Un-Metered	No
1A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Red Banners	No	N/A	Un-Metered	No
2A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		None	No	N/A	Un-Metered	No
3A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Green Banners	No	N/A	Un-Metered	No
4A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Red Banners	No	N/A	Un-Metered	No
5A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Green Banners	No	N/A	Un-Metered	No
6A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Red Banners	No	N/A	Un-Metered	No
7A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Green Banners	No	N/A	Un-Metered	No
8A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Red Banners	No	N/A	Un-Metered	No
9A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Green Banners	No	N/A	Un-Metered	No
10A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental		Red Banners	No	N/A	Un-Metered	No
11A	Public Square	Interior Main Island - Interior	Streetscape Ornamental		Green Banners	No	N/A	Un-Metered	No
1	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
2	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
3	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
4	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
5	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
6	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
7	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
8	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
9	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
10	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
11	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
12	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
13	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
14	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
15	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
16	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
17	State Street	North Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No

Note:



Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Pole Wrapped in Lights	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
18	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
19	State Street	South Side	New Style Ornamental		Wreath 4ft	No	N/A	Un-Metered	No
20	State Street	North Side	New Style Ornamental		None	No	N/A	Un-Metered	No
3	Washington Street	Interior Traffic Island	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
9-60	Washington Street	Interior Traffic Island	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
2-10	Washington Street	Interior Traffic Island	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
9	Washington Street	West Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
9-1	Washington Street	East Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
9-2	Washington Street	West Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
5	Washington Street	East Side	Streetscape Ornamental		Snowflake	Lights	75(90-.83 watt C7 LED Bulb	Un-Metered	No
6	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	LED String 33'	Lights	8 Watt String	Un-Metered	No
9	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	LED String	Lights	8 Watt String	Un-Metered	No
10	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	LED String	Lights	8 Watt String	Un-Metered	No
13	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	LED String	Lights	8 Watt String	Un-Metered	No
17	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	LED String	Lights	8 Watt String	Un-Metered	No
6A	Washington Street	West Side	New Style Ornamental	YES 33'LED String 8 Watt	LED String	No	8 Watt String	Un-Metered	No
14	Washington Street	West Side	New Style Ornamental	NO POWER 11/21	None	No	N/A	Un-Metered	No
7	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
8	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
11	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
12	Washington Street	West Side	Ornamental	NO POWER 11/21	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
15	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
16	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
18	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
19	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
20	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	LED String	Yes	8 Watt String	Un-Metered	No
21	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
22	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
23	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	LED String	Yes	8 Watt String	Un-Metered	No
24	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	LED String	Yes	8 Watt String	Un-Metered	No
25	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
26	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
27	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
28	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	LED String	Yes	8 Watt String	Un-Metered	No
29	Washington Street	East Side	Ornamental	YES 33'LED String 8 Watt	LED String	Yes	8 Watt String	Un-Metered	No
30	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	LED String	Yes	8 Watt String	Un-Metered	No
31	Washington Street	West Side	Ornamental	YES 33'LED String 8 Watt	Wreath LED 5 WATT	Yes	13 WATTS	Un-Metered	No
									No

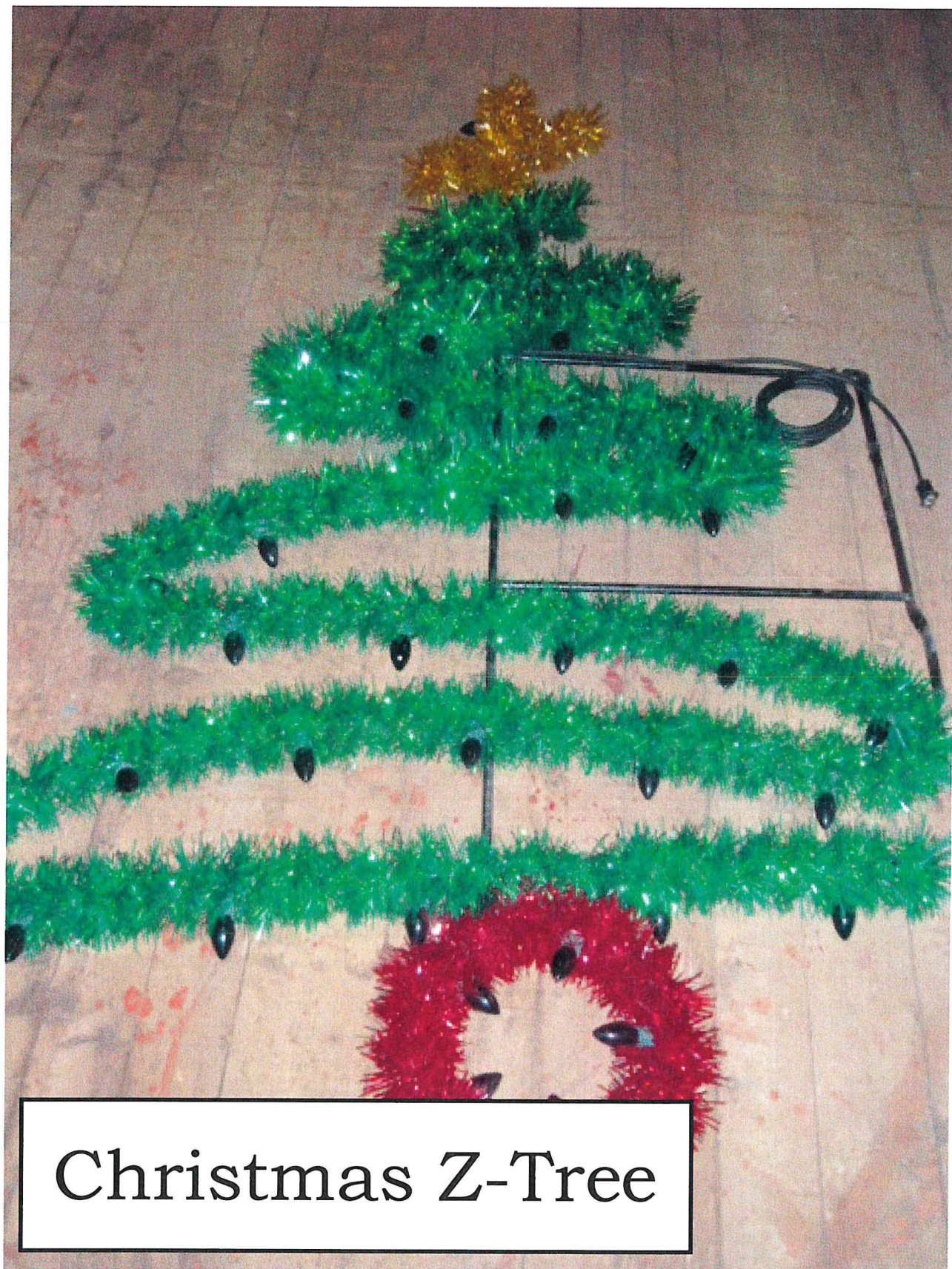
Note:

Candy Cane - 6ft



A large, decorative candy cane shape is laid out on a light-colored wooden floor. The candy cane is constructed from alternating sections of red and white tinsel. The top of the candy cane is curved, and the stem is long and straight, ending in a small green tinsel bow at the bottom. A black metal frame is visible in the background, partially obscured by the candy cane. A small red and white striped object, possibly a candy cane, lies on the floor near the bottom of the candy cane.

Candy Cane - 8ft



Christmas Z-Tree



Christmas Z-Tree - New Style



Snowflake



Wreath - 4ft

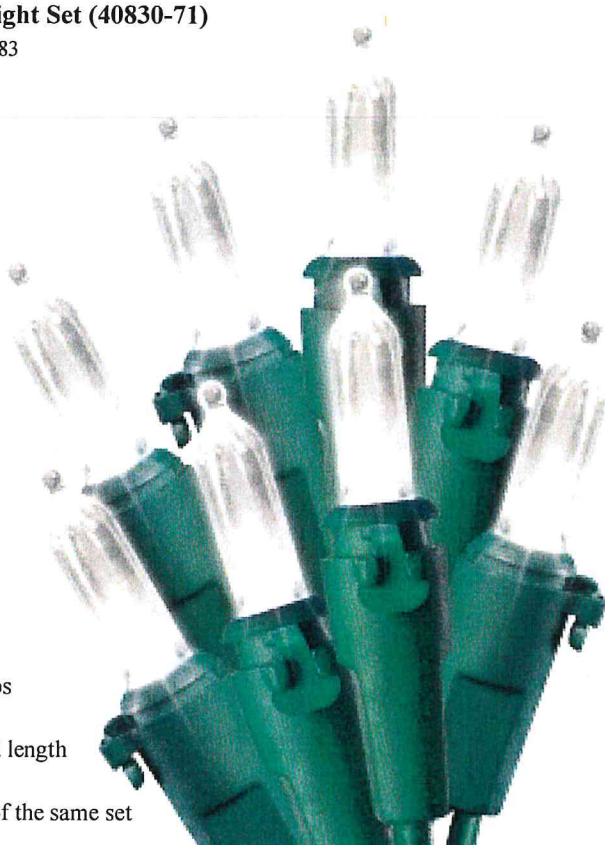


Wreath - 5ft

Celebrations Warm White LED
Indoor/Outdoor 50 Light Set (40830-71)
SKU 9207192 | 843518020883
\$ 5.99

Product Details:

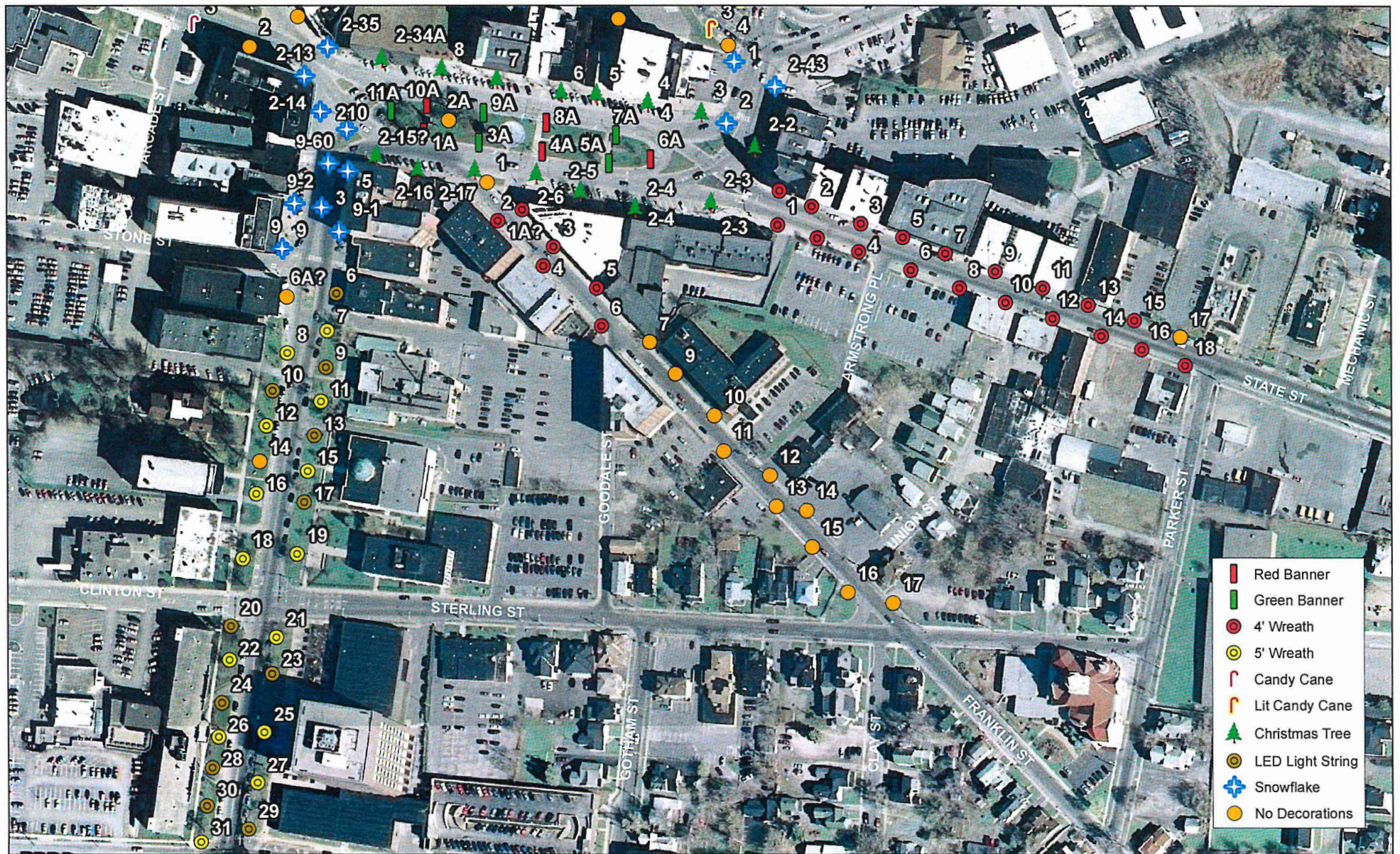
50 lights
Warm white
Indoor/outdoor use
3.5" spacing between bulbs
Green cord
Approximately 14' lighted length
25,000 hour bulbs
Connect up to 43 strings of the same set



LED Light Strings



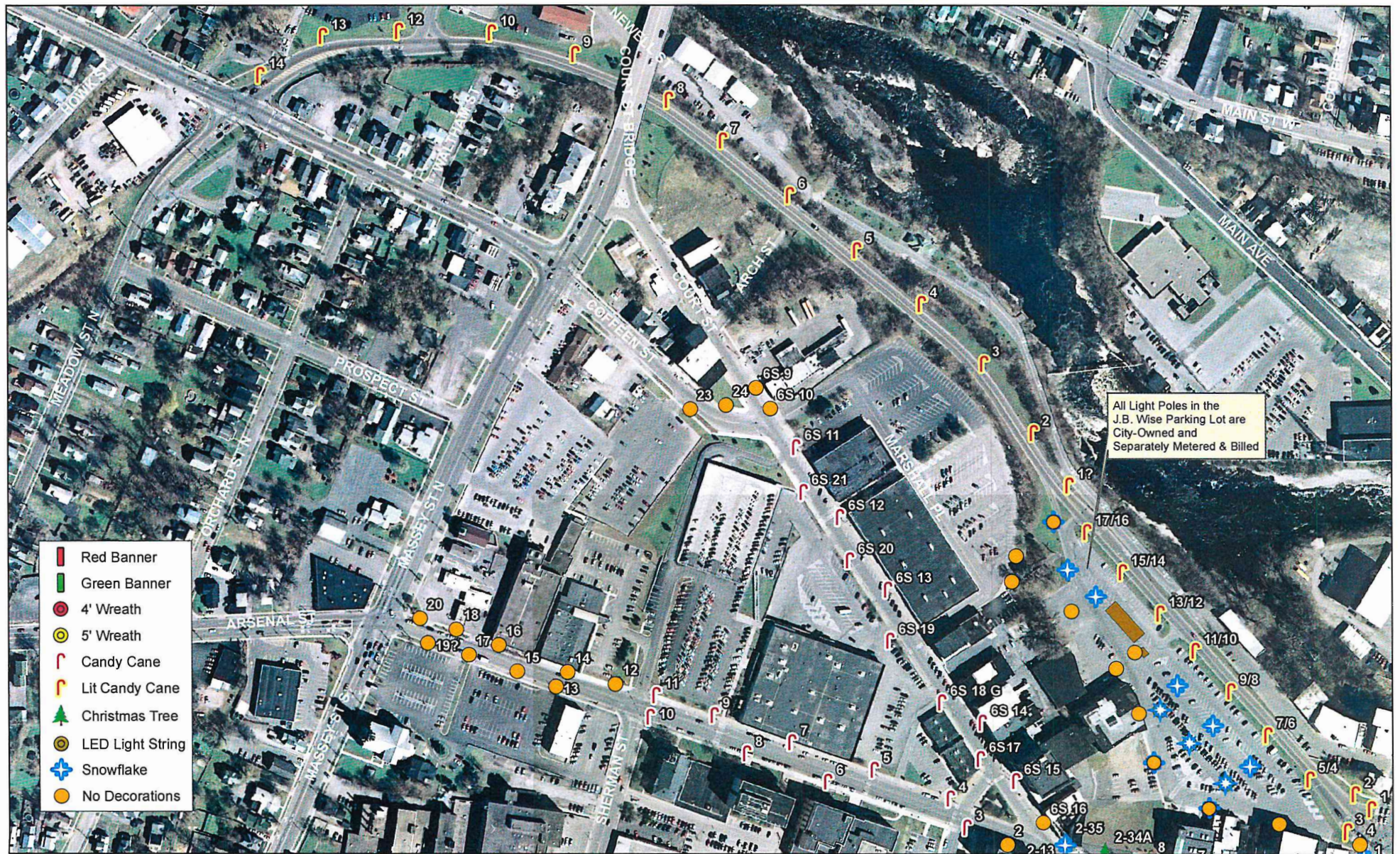
Christmas Banners



0 200 400 Feet

Holiday Decorations - Downtown





Holiday Decorations - Downtown



Revised:	Description of Revision:	Date:	By:

Project:	2017 Holiday Decorations
Title:	Factory Street



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Project: 2017 Holiday Decorations
Requested By: DPW
Drawn By: Approved By:
Date: 11/6/2017 Date:
Scale: 1 inch = 76 feet Map Number:
Title: Factory Street

October 27, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Professional Services Agreement with GYMO, D.P.C. for the Design of the Thompson Park Bandstand Roof Project

On May 15, 2023, the City Council adopted a resolution supporting the construction of a roof over the bandstand in Thompson Park. On August 1, 2023, the City Council readopted the Fiscal Year 2023-24 through 2027-28 Capital Budget and Fiscal Year 2023-24 General Fund Budget to officially establish and approve the Thompson Park Bandstand Roof Project at an estimated cost of \$150,000. The resolution adopted by the City Council appropriated \$50,000 for the project. Community support is expected to cover the remaining \$100,000 of the project.

Over the last few months, the Friends of Thompson Park has been leading the community fundraising efforts for this project and they expect to raise the remaining funds necessary for the construction of the project by next spring, at which time they would like to commence construction.

While conceptual designs for the project have been developed, final design drawings and construction documents need to be completed before the project can go out to bid.

GYMO, D.P.C. has submitted the attached Professional Services Agreement to finalize the conceptual designs, complete the final design and construction documents, assist with the bidding process and provide contract administration for the project. The total cost is \$23,400.

A resolution approving the Professional Services Agreement with GYMO, D.P.C. for the design of the Thompson Park Bandstand Roof Project is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement with GYMO, D.P.C. for the Design of the Thompson Park Bandstand Roof Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the Friends of Thompson Park has proposed the construction of a roof over the bandstand in historic Thompson Park in honor of the late Mayor T. Urling Walker, and

WHEREAS the City Council adopted a resolution supporting the construction of a roof over the bandstand at its meeting held on May 15, 2023, readopted the Fiscal Year 2023-24 through 2027-28 Capital Budget and Fiscal Year 2023-24 General Fund Budget to officially establish and approve the project at an estimated cost of \$150,000, and

WHEREAS the City Council has appropriated \$50,000 for the project and community support is expected to cover the remaining \$100,000 of the project, and

WHEREAS the Friends of Thompson Park has been leading the community fundraising efforts for this project, and

WHEREAS the final design drawings and construction documents need to be completed so that the project can go out to bid, and

WHEREAS GYMO, D.P.C. has submitted a Professional Services Agreement to finalize the conceptual designs, complete the final design and construction documents, assist with the bidding process, and provide contract administration for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with GYMO, D.P.C. in the amount of \$23,400 for the design of the Thompson Park Bandstand Roof Project, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into and execute the agreement on behalf of the City.

Seconded by _____

AGREEMENT

THOMPSON PARK BANDSTAND ROOF DESIGN PROJECT

THIS CONTRACT, in (3) three copies, is made and entered into this ____ day of _____, 2023 by and between the City of Watertown, New York, (the “Owner”) and, GYMO Architecture, Construction Management, Engineering and Land Surveying, D.P.C., (GYMO D.P.C) with principal office located at 18969 US Route 11, Watertown, NY 13601, (the “Consultant”).

Witness: The Owner and the Consultant agree as follows:

Article 1. DESCRIPTION. The Consultant shall supply all labor, materials and equipment to provide professional services for the design of the new roof system for the existing bandstand located in Thompson Park, as described in the attached Proposal Document.

Article 2. CONSULTANT’S OBLIGATIONS. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner, the Consultant agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and direction of the City Manager made in accordance with this Contract.

Article 3. OWNER’S OBLIGATIONS. The Owner agrees to pay and the Consultant agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, including any delay encountered in completing the work, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal Document hereto attached as part of the Contract Documents in the total amount of \$23,400.

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute the Agreement, the whole to be collectively known and referred to as the Contract: this Agreement dated, _____, 2023; and the attached proposal document dated October 25, 2023.

The Table of Contents, Headings and Titles contained herein and in the above listed documents are solely intended to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provision to which they refer.

Article 5. If the Consultant fails to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies available to it under the Contract or at law.

Article 6. The Consultant shall comply at all times with local City codes and New York State Department of Labor and OSHA Regulations.

Article 7. The Work will be substantially completed within **120 calendar days** from the date listed above.

CITY OF WATERTOWN

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed, in (3) three copies, the day and year first above written.

By: _____ (Seal)

City Manager

ACKNOWLEDGMENT

STATE OF ()

() **SS:**

COUNTY OF ()

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

CONSULTANT

By: _____ (Seal)

ACKNOWLEDGMENT

STATE OF ()

() **SS:**

COUNTY OF ()

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

25 October 2023

City of Watertown
Mr. Ken Mix
City Manager
245 Washington Street
Watertown, New York 13601

RE: Bandstand Roof Project

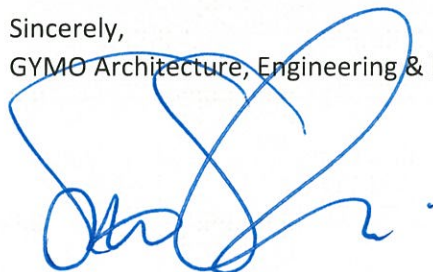
Dear Mr. Mix,

We would like to thank you for the opportunity to provide to the City of Watertown a proposal for our professional services in the design of the new roof system and structure for the existing bandstand in the Thompson Park. Our final design will be based on the conceptual plan and elevations that we had previously provided. We would provide construction documents, assist in the bidding process, answer RFI's and provide construction administration services for the following fee:

A. Conceptual Design	\$2,200.00
B. Construction Documents.....	\$17,900.00
C. Contract Administration.....	<u>\$3,300.00</u>
	\$23,400.00

Again, thank you for the great opportunity and we look forward to working with you. Please call me if you have any questions.

Sincerely,
GYMO Architecture, Engineering & Land Surveying, D.P.C.



Scott W. Soules, RA, AIA
Principle, Director of Architecture

Patrick J. Scordo, PE
Matthew J. Cervini, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Gregory F. Ashley, PLS
Peter S. Clough
Kevin M. Bamann, PE
Zachary P. Scordo

18969 US Route 11
Watertown, New York 13601

Tel: (315) 788-3900
Fax: (315) 788-0668

E-mail: web@gymodpc.com

TERMS AND CONDITIONS FOR SERVICES OF GYMODpc

1. Authorization to Proceed:

Signing this form, an attached proposal for services or providing other communication is construed as a Notice to Proceed which is authorization by the Owner, or you as representative of the Owner, for GYMODpc to proceed with services proposed.

2. Payment to GYMODpc:

Billing statements will be forwarded to you for work completed on or about the 10th of each month. You promise to pay all amounts due resulting from the work we perform, and prompt payment of all billing statements is expected. Interest will be charged at the rate of 1.5% per month, 18% annually, on any unpaid balance beginning 30 days past the invoice date.

If you, your company or business association dissolves, files bankruptcy, or similar, the individual who executes this Agreement where designated or directs GYMODpc to proceed will personally be held responsible for all invoices.

Be advised that, unless arrangement for delayed payment has been agreed upon, we will consider the accumulation of an unpaid balance in excess of one thousand dollars (\$1,000.00) for a period of thirty days a violation of our trust and, in such event, we reserve our right to cease all work until such time as all bills have been paid in full.

Also be advised that we may consider you to be in default if we have not received payment of our billing statements for a period of two months. At that time, we may refer the collection of your account to a collection agency or an attorney and, any reasonable fees and/or court or other collection costs as permitted by law and as actually incurred by us will be charged to you.

Should any unanticipated circumstances occur or extra work be required which would result in charges to you exceeding those we have proposed, you will be advised of the anticipated extra charges and the reasons for such charges prior to incurring any such charges for undertaking any additional work. Revisions to project documents which would affect previously authorized work already completed by us often will result in additional charges and would be discussed with you prior to beginning such changes.

Note: Payment to GYMODpc is not contingent upon payment to you by others.

3. Professional Standards:

GYMODpc shall be responsible, to the level of competency presently maintained by other professionals in the same type of work for the technical soundness, accuracy and adequacy of all documents provided and other work furnished. GYMODpc makes no other warranty, express or implied. You understand that this is an engagement on a Fee-For-Services basis, consisting of personal services by employees of GYMODpc, and payment is not in any way contingent upon the findings of regulatory agencies or subsequent judgments or awards of any court of competent jurisdiction. Documents prepared by GYMODpc for this project may not be reused by you or others for other projects. Reuse of information without written permission from GYMODpc is prohibited and shall be at the user's sole risk, without liability on the part of GYMODpc, and you agree to indemnify and hold harmless GYMODpc from all claims arising out of such reuse. Any reuse or adaptation occurring without permission of GYMODpc may entitle GYMODpc to further compensation by you.

4. Electronic Transfer:

GYMODpc is not obligated under this contract to provide electronic files of our designs, documents, and reports. A fee may be charged for providing electronic data other than that which has been agreed upon. Also, a Contract for Release of Electronic Data must be executed prior to the release of electronic data. The electronic data is considered a component of the instruments of service and is only for the clients benefit on the specific project for a specific use.

5. Cost Control:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and estimates of operations and maintenance costs prepared by GYMODpc hereunder will be made based on experience and expertise and represent the best judgment of GYMODpc as a qualified professional. It is recognized that GYMODpc does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that no precise cost evaluation of any facility to be constructed or work to be performed can be made on the basis of the work of GYMODpc. GYMODpc does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by GYMODpc to Owner hereunder.

6. Indemnification:

You agree to hold harmless, indemnify, and defend GYMODpc, its affiliates, subcontractors and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the willful misconduct GYMODpc.

7. Limitation of Liability:

To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GYMODpc and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as GYMODpc) for all claims arising out of this Agreement or services is limited to the compensation received by GYMODpc under this Agreement. Any claim will be deemed waived unless received by GYMODpc within one (1) year of substantial completion of the services or shorter if the liabilities are arising from any acts or omissions by you or the Owner, its agents, staff, or other consultants or contractors.

8. Termination:

This agreement may be terminated by the you or the Owner upon not less than seven (7) days written notice to GYMODpc if the project is abandoned. GYMODpc will be compensated for the work performed following Notice to Proceed at the amounts proposed or at the GYMODpc standard hourly rates for the services provided.

9. Printing and Copying:

The cost of reproducing prints and copies and other publications is considered additional services and reimbursement will be the responsibility of you or the Owner unless otherwise agreed.

Authorized signature of Owner or Representative

Date

November 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 2 with Luck Brothers Inc. for the Academy, High, Mill Streets Pavement Rehabilitation and ADA Ramps Project

The City entered into an Agreement with Luck Brothers Inc. for the Academy, High, Mill Streets Rehabilitation and ADA Ramps Project on October 7, 2022. The project consisted of milling and an asphalt overlay of the streets along with reconstructing ADA sidewalk ramps at the intersections.

City accepted the bid from Luck Brothers, Inc. in the amount of \$969,319.00 for the Project. The current Contract amount after Change Order No. 1 is \$1,039,261.25.

This Change Order, in the amount of a credit of \$22,790.19 is for balancing the increase and decrease of Unit Price Items to close out the Contract. With the addition of this Change Order the new Contract total will be \$992,109.19.

A resolution approving the Change Order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 2 with
Luck Bros., Inc. for the Academy, High,
Mill Streets Pavement Rehabilitation &
ADA Ramps Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to rehabilitate Academy, High, and Mill Streets to include paving and reconstructing sidewalk corner ramps to comply with current ADA guidelines, and

WHEREAS on October 3, 2022, City Council approved a Contract with Luck Bros., Inc. in the amount of \$969,319 for the construction Academy, High, Mill Streets Pavement Rehabilitation & ADA Ramps, and

WHEREAS Luck Bros., Inc. submitted Change Order No.1 for additional sidewalk adjacent to the street corners, in the amount of \$69,942.25 for the addition sidewalk, and

WHEREAS City Council approved Change Order 1 at the July 3, 2023, meeting for the addition sidewalk making the Contract total \$1,039,261.25, and

WHEREAS to close-out the project a credit Change Order No. 2 balancing the increase and decrease of the Unit Price Items in the amount of \$22,790.19 has been submitted,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Contract Change Order No. 2 in the credit amount of \$22,790.19, between the City of Watertown and Luck Bros., Inc. a copy of which is attached and made a part of this resolution, bringing the total of the project to \$992,109.19, and

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

Seconded by _____

Change Order

No. 2

Date of Issuance: October 25, 2023

Effective Date: November 6, 2023

Project: Academy High Mill Pavement Rehabilitation & ADA Sidewalk Ramps

Owner: City of Watertown, NY

Owner's Contract No.:

Contract: Academy High Mill Streets Pavement Rehabilitation and ADA Ramps

Date of Contract: October 7, 2022

Contractor: Luck Brothers Inc,

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Project closeout of Unit Price Items.

Attachments: (List documents supporting change): Pay Application #4

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 969,319.00

[Increase] [Decrease] from previously approved Change Order No. 1:

\$ 69,942.25

Contract Price prior to this Change Order:

\$ 1,039,261.25

Decrease of this Change Order:

\$ 22,790.19

Contract Price incorporating this Change Order:

\$ 992,109.19

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): June 30, 2023

Ready for final payment (days or date):

Increase from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase of this Change Order:

Substantial completion (days or date): 45 days

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion August 14, 2023

Ready for final payment (days or date):

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: Oct. 25, 2023

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/31/23

Approved by Funding Agency (if applicable):

Date: _____

October 30, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Professional Services Agreement with GYMO, D.P.C. for the Thompson Park West Sector Trail Project

At the October 10, 2023, work session, the City Council discussed proposed projects to be undertaken using the remaining \$636,000 of American Rescue Plan Act (ARPA) funding that has been allocated for use in Thompson Park. Two projects were identified in the Staff Report and at the meeting for use of the funds: The next phase of brush clearing and a proposed trail in the western section of the park.

Bid documents and specifications for the brush clearing project will be developed by Staff in the coming months using an estimated budget of \$50,000. The remaining \$586,000 in ARPA funding will be paired with a \$50,000 NYS DOT Multi-modal grant, secured by Senator Mark Walczyk, bringing the total trail budget, including design and construction, to \$636,000.

For the West Sector Trail Project, Staff has been working with GYMO, D.P.C. to develop the attached professional services agreement for design and construction administration. The agreement, which totals \$52,700, would include conceptual site planning and design for the entire length of trail from the Rotary Trail to Gotham Street. It would also include a cost estimate based on the conceptual design and the development of a project execution strategy to determine which section or sections of trails could be constructed based on the available budget. Once that determination is made, complete construction documents will be developed for the selected section(s) of trail for bidding and construction purposes.

The final design and site construction documents will include an existing conditions and demolition plan, a site and landscape plan, utility and grading plan, site detail plans and a Stormwater Pollution Prevention Plan (SWPPP) if required. GYMO will also assist in the preparation of the bidding documents and provide construction administration and construction inspection services as part of the project.

As noted above, the design and construction administration fees total \$52,700. This will leave \$583,300 for the actual construction.

A resolution approving the Professional Services Agreement with GYMO, D.P.C. for the design and construction administration of the Thompson Park West Sector Trail Project is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement with GYMO, D.P.C. for the Thompson Park West Sector Trail Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council of the City of Watertown has proposed the extension of the trail system in the western section of John C. Thompson Park in accordance with the recently completed Thompson Park Master Plan, and

WHEREAS the City Council proposes to utilize \$586,000 in ARPA funding and \$50,000 in NYS DOT Multi-Modal grant funding, secured by Senator Mark Walczyk, for the design and construction of the Thompson Park West Sector Trail Project, and

WHEREAS GYMO, D.P.C. has submitted a Professional Services Agreement for the design portion of the project that will include conceptual site planning and design, development of cost estimates, a project execution strategy, final design and construction documents, assistance with the bidding process, and construction administration,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with GYMO, D.P.C. in the amount of \$52,700 for the Thompson Park West Sector Trail Project, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into and execute the agreement on behalf of the City.

Seconded by _____

26 October 2023`

Mr. Ken Mix
City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601
Email: kmix@watertown-ny.gov

Re: Proposal for Professional Services for a Trail Development Project
In Thompson Park, Watertown, NY

Dear Mr. Mix:

In response to your request, GYMO, D.P.C. (GYMO) is providing this proposal for Professional Engineering services for the referenced project. This proposal will include a Project Understanding, Scope of Services, and Fee Proposal.

I. PROJECT UNDERSTANDING

- A. Project is located in Thompson Park and includes a trail that will connect the Gotham Street entrance to the Rotary trail and run along the base of Kite Hill (shown as "A", "B", and "C" on the attached plan). Another short section of trail is included that will run adjacent to the pool.
- B. A marked-up plan from the Thompson Park master plan was provided by the City Planning Department and acts as the basis of design for the project.
- C. GYMO has worked extensively on projects within Thompson Park and the Master plan and is familiar with the trail network.
- D. It is assumed that Municipal site plan approval is not required.
- E. The City of Watertown has provided a preliminary construction budget of \$583,300.

II. SCOPE OF SERVICES

CONCEPTUAL SITE PLANNING

- A. A site walk will be performed with representatives from GYMO and the city of Watertown to determine a tentative route based on field conditions. Road and trail crossings and intersections will be identified.
- B. GYMO will utilize publicly available survey data and information as the basemap for the project. We will supplement/verify it with aerial drone imagery and a topographic or utility survey where necessary.
- C. We will develop a conceptual site plan for the full trail network described in this project to include crossings, intersections, trail heads and parking areas. We will develop details for cross sections and surface treatments to be used for discussion purposes and budgeting.
- D. We will review the conceptual design with the Client and incorporate any suggested revisions.

COST ESTIMATE AND PROJECT EXECUTION STRATEGY

- E. We will provide an updated probable cost estimate based on the conceptual design.

Patrick J. Scordo, PE
Matthew J. Cervini, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Gregory F. Ashley, PLS
Peter S. Clough
Kevin M. Bamann, PE
Zachary P. Scordo

18969 US Route 11
Watertown, New York 13601
Tel: (315) 788-3900
Fax: (315) 788-0668
E-mail: web@gymodpc.com

- F. We will have a review meeting to review the cost estimate and conceptual design. Based on this meeting we will develop a Project Execution Strategy based on the budget information and trail priorities provided by the client. The Project Execution Strategy will determine a section or sections of trail that will be fully designed for bidding and construction purposes.

SURVEY SERVICES:

- G. During the conceptual design GYMO will identify areas that will require additional survey data or verification. GYMO will perform a planimetric and topographic field survey of these areas. If necessary, the survey will include the depiction of contours at one-foot intervals with significant spot elevations, locations of built site infrastructure including buildings, asphalt areas, gravel areas, lawn areas, sidewalks, fencing, locations of storm, sanitary, and water facilities, and visible gas and electric utilities.

SITE/CIVIL ENGINEERING

Site Construction Documents

- H. Based on a rough order of magnitude probable construction cost estimate of \$583,300 we will prepare Construction Drawings and Technical Specifications suitable for construction. The Technical Specifications will indicate the proposed materials and quality control parameters. The drawings will detail the following:

Existing Conditions and Demolition Plan

- Existing site features;
- Site features to be removed for construction purposes;
- Existing parcel boundaries and roadways;

Site and Landscape Plan

- Proposed trails and parking areas;
- Concrete and pavement areas;
- Lawn areas;
- Sidewalks and curbs, and;
- Landscaping.

Utility Grading Plan

- Proposed contours;
- Spot elevations;
- Sediment and erosion control facilities, and
- GYMO, D.P.C. will also show gas, electric, telephone and cable utilities for coordination with site improvements only. Design of the utilities will be performed by the respective Utility Company.

Site Lighting Conduit Plan

- Site lighting conduit layout

Site Detail Sheets

- Trail sections and details
- Signage and striping details;
- Pavement and base detail;
- utility piping details;
- Pipeline trench details;
- Concrete curb and sidewalk details;
- Landscaping details;
- Sediment and Erosion Control details, and
- General notes and Maintenance and Protection of Traffic general notes.

Storm Water Pollution Prevention Plan

(Note: We will attempt to design the site while keeping the amount of disturbed area less than one acre.

However, if this can't be accomplished – a SWPPP is required and will be prepared as described below:

- I. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the submission of a SPDES General Permit (GP-0-20-001) in accordance with NYS DEC regulations. The SWPPP will include the analysis of the Pre and Post drainage at the site for the 1-year, 10-year, and 100-year, 24-hour storm events and sizing the required Storm Water Quality, Runoff Reduction, Channel Protection Volume, and Quality Treatment Structures.
- J. In accordance with NYS DEC regulations, GYMO, D.P.C. will also address the NYS Storm Water Sizing Criteria for Water Quality (90% Rainfall Event) and implement Green Infrastructure techniques to meet Runoff Reduction Volume (RRV) requirements. Design of water quantity storage for the site is anticipated.
- K. Prepare a Notice of Intent as required by the NYS DEC.
- L. Submit the Notice of Intent to the NYS DEC.
- M. degree of sediment storage volume.

Storm Water Pollution Prevention Plan Inspections

- N. The City will be required to provide inspections and we have included professional services related to maintenance of the SWPPP while stabilization is occurring as follows:
 - Conduct one site inspection every 7 calendar days during the time period which there is ground disturbance. We have assumed a six (6) week construction schedule. During each inspection, the qualified professional shall record the following information:
 - a. Indicate the extent of all disturbed areas and drainage pathways. Indicate site areas that are expected to undergo initial disturbances or significant site work within the next 14-day period.
 - b. Indicate areas of the site that have undergone temporary or permanent stabilization.
 - c. Indicate all areas of the site that have not undergone active site work during the previous 14-day period.
 - d. Inspect all sediment control devices and record the approximate degree of sediment storage volume.
 - e. Inspect erosion and sediment control devices and record maintenance requirements. Identify any evidence of rill or gully erosion occurring on slopes and any loss of stabilizing vegetation or seeding/mulching. Document any excessive deposition of sediment within the contained structures and verify the ability of rock filters around perforated riser pipes to pass water.
 - Perform a final inspection to document final stabilization and removal of all temporary erosion and sediment control devices, and file the Notice of Termination with the NYS DEC.

Bidding Administration

- O. Prepare bidding documents suitable for a public or private bid.
- P. The Bid process will be managed by the City Purchasing Department.
- Q. Answer technical questions from bidders.
- R. Review proposals and recommend award to client.
- S. Collect documents required by the bid specifications and generally assist the client to award the contract.

Construction Administration

- T. Provide consultation between the Contractors and the Client, such as project meetings, including a preconstruction meeting, progress reports, payment applications, change orders, etc. Confirm the work being completed is in compliance with the plans and specifications.
- U. Provide professional services related to the project being constructed in general compliance with applicable laws, regulations and codes of regulating entities.
- V. Review of shop drawings and submittals and distribute. Maintain a master file of submittals and communications. Review submittals for conformance with the Construction Documents.
- W. Perform intermittent site visits by the engineer at appropriate stages of construction work. We have assumed 1 hour per day for a 6-week construction period.
- X. Negotiate the value of any change orders to the contract and make subsequent recommendations to the owner for approval or rejection of such changes.
- Y. Review contractor red line drawings and coordinate As-Built drawings.

Z. Review monthly payment applications against our daily records.

III. FEE PROPOSAL

Based on our understanding of the professional services required, GYMO, P.C. proposes to provide the Scope of Services described for the following fees:

Lump Sum Items

Concept Site Planning (Task A-D).....	\$12,500.00
Cost Estimate and Project Execution Strategy (Tasks E-F).....	\$3,600.00
Survey (Tasks G).....	\$3,000.00
Site Construction Documents (Tasks H)	\$17,500.00
Stormwater Pollution Prevention Plan (Task I-M).....	\$2,500.00
Stormwater Pollution Prevention Plan weekly Inspections (Task N).....	\$2,100.00
Bidding Administration (Task O-S).....	\$2,500.00
Construction Administration (Task T-Z).....	9,000.00

If the scope changes from that outlined above, we could negotiate our fees or perform the additional work on an hourly plus reimbursable basis. If you agree with the above, please sign below and return a copy to our office.

We are excited at the prospect of performing the professional services required for this project. If you have any questions or require additional information, don't hesitate to contact our office at your earliest convenience.

Sincerely,
GYMO Architecture, Engineering & Land Surveying, D.P.C.



Matthew J. Cervini, P.E.
Managing Engineer

Authorized Signature












Date

Thompson Park Master Plan

Proposed Circulation

The proposed circulation network improves connectivity throughout the park and provides new path systems for proposed program areas beyond the original "Olmsted Acres" in keeping with the gesture of the original park.

LEGEND

-  Park Roads
-  Paved Paths
-  Soft Trails: Groomed
-  Soft Trails: Mountain Biking
-  Parking
-  Structures
-  Park Boundary
-  Vehicular Entrances
-  Pedestrian Entrances
-  Staircases
-  Zoo Fence Line



To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 2 with Con Tech Building Systems, Inc. for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #1 - General Construction

At the June 05, 2023 meeting, City Council approved the bid for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #1 – General Construction from Con Tech Building Systems, Inc. in the amount of \$2,695,000.00.

At the August 21, 2023 meeting, City Council approved Change Order No. 1 in the amount of \$57,746.10, bringing the total contract amount to \$2,752,746.10.

Con Tech Building Systems, Inc. has now submitted Change Order No. 2 in the amount of \$29,629.75 more, bringing the final construction cost to \$2,782,375.85. This change order is for the removal of asbestos material that was found inside the walls of one of the Bathhouse Locker Rooms. It had to be removed before construction in this area of the Bathhouse could continue.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 2 with
Con Tech Building Systems, Inc. for the
William J. Flynn Municipal Swimming
Pool Rehabilitation Contract #1 –
General Construction

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at its June 05, 2023, meeting, the City Council approved a bid from Con Tech Building Systems, Inc. in the amount of \$2,695,000.00 for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #1 – General Construction, and

WHEREAS at its August 21, 2023, meeting, the City Council approved Change Order No. 1 from Con Tech Building Systems, Inc. in the amount of \$57,746.10, bringing the total contract amount to \$2,752,746.10, and

WHEREAS it has become necessary to perform asbestos abatement services and remove hazardous material found in the walls of one of the Bathhouse locker rooms, which must be done before construction can continue in this section of the Bathhouse, and

WHEREAS Con Tech Building Systems, Inc. has now submitted Change Order No. 2 in the amount of \$29,629.75 to undertake the asbestos abatement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 2 from Con Tech Building Systems, Inc. in the amount of \$29,629.75, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$2,782,375.85, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 2 on behalf of the City of Watertown.

Seconded by

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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You may not use, copy, modify, or transfer **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of **EJCDC Design and Construction Related Documents** in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of **EJCDC Design and Construction Related Documents** to another party, your license is automatically terminated.

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The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related**

Documents along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

No. 2

Effective Date: 11/07/2023

Engineer's Project No.:

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Request Proposal

Project:
(name and address) 23-042 / William F.Flynn Muni.Pool
833 Woobury St.
Watertown, NY 13601

Change request number: 1010
Description: Asbestos Abatement

Customer: City of Watertown

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 10/19/23

Quotation

Submitted date: 10/19/23
Due date:
Submitted amount: 29,629.75
Requested days delay: 0

Notes

Contractor shall furnish and install Asbestos Abatement services at the Flynn Pool House. Contractor discovered hazardous materials during demolition of masonry CMU block wall. Contractor excludes air monitoring.

Revenue Detail

Billing Item	Description	Revenue
CO #02	Change Order #02	29,629.75
Total Revenue:		29,629.75

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
99-0002 Asbestos Abatement Supervision	REG Regular Pay			450.00
99-0002 Asbestos Abatement Project Management	REG Regular Pay			450.00
99-0002 Asbestos Abatement Abatement Subcontractor	SUB Subcontracts	1.00		24,865.00
Contractor Pricing Total:				25,765.00
Total:				25,765.00
Mark-up:				3,864.75
Total Contractor Price for CR 1010				29,629.75

Approvals

Customer: City of Watertown

Authorized Representative: _____

By: _____

Date: _____

Contractor: Con Tech Building Systems, Inc

By: _____

Date: _____



AAC Contracting, LLC
175 Humboldt Street – Suite 200
Rochester, New York 14610
Tel: (585) 527-8000
www.aac-contracting.com

AAC Contracting, LLC
Environmental Remediation and Construction Services

October 19, 2023

Con-Tech Building systems, Inc.
4524 State Highway 58
Gouverneur, New York 13642
Attn: Mr. Nick Reddick

**Re: CITY OF WATERTOWN – FLYNN POOL – CLEANUP VERMICULITE
ASBESTOS ABATEMENT**

Please find below confirmation of our proposals for all labor, material, equipment and supervision to complete the work described. All work will be performed in strict accordance with federal, state and local regulations and guidelines governing general construction and asbestos abatement.

Our prices are based on the following statements, conditions and qualifications:

- **SCOPE** – This price includes the preparation of decontamination unit and work area, cleanup of the incidental disturbance, removal of the remaining CMU block wall and disposal of all materials identified as vermiculite (approx. 589) SF per Paradigm Environmental contamination assessment dated October 10, 2023 and per contract documents. This proposal only includes the removal of the CMU block walls addressed in contamination assessment. Variance for Cleanup shall be written by Paradigm.
- **EMPLOYEE WAGE RATES** - Our prices are based on payment of NYS Prevailing wage rates for Jefferson County.
- **OTHER ENVIRONMENTAL REMEDIATION** – Our pricing does **NOT** include the remediation or handling of any other environmental issues that may be present in the buildings (i.e. PCB's, PCB containing caulk and/or glazing, Heavy Metals, Lead Paint, Hazardous Materials, Fuel Oils, Contaminated Soils, etc.) unless specifically stated otherwise. Please note, in some cases, additional testing, by the customer, may be required due to deficiencies in original customer provided sampling survey information.
- **SCHEDULE** – We feel all work could be completed in accordance to the milestone schedule visual clearance results. Our pricing is based on standard 40 hour work week, Monday through Friday. Additional night, weekend, holiday shifts or any variation of schedule may require additional compensation.

AAC Contracting, LLC dba Genesee Environmental



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Environmental Remediation and Construction Services

October 19, 2023

**Re: CITY OF WATERTOWN – FLYNN POOL – CLEANUP VERMICULITE
ASBESTOS ABATEMENT**

Page 2

- **INTERIOR & STRUCTURAL DEMOLITION OR ABATEMENT** - Pricing is based on the information provided. A full survey of any materials anticipated to be removed or disturbed is required prior to start of work. Additionally, any areas of suspect structural integrity leading to, or within the scheduled work area will require a structural review by a licensed engineer prior to mobilization to the area in question. The cost of any surveys or reviews is NOT included in our pricing, unless specifically noted.
- **DAMAGE TO EXISTING FINISHES** – The abatement process often requires temporary isolation consisting of tape, staples, polyethylene sheeting, etc. that may result in removal of finishes and/or minor damages. Repairs of these damages is excluded from our proposal unless specifically stated otherwise.
- **UTILITIES & ACCESS** – Unless otherwise stated, all utility shutdowns (electric, telecommunications, data, fire alarm, HVAC, plumbing, etc.) required to perform our work shall be shut down and locked out, by others, prior to our mobilization. AAC will provide temporary GFI power panels and temporary lighting for our work, as necessary. Connection of power panels to owner power source to be by a licensed electrician at no cost to AAC. Unless otherwise stated, owner shall provide access to the work area, and adequate source of temporary power, water and sewer.
- **NOTIFICATIONS / VARIANCES** – Our price includes processing all required state and Federal 10 day notifications and variance applications, if applicable, pertaining to asbestos abatement and their associated fees.
 - Regardless of the presence of any hazardous or regulated materials, any complete structure demolition, or interior selective demolition involving structural supporting components, requires an EPA 10 day notification prior to start of work, and should be factored into any scheduling accordingly.
- **AIR / PROJECT MONITORING** - The cost for an independent testing lab to perform all required air/project monitoring is NOT included in our proposal. NYS asbestos regulations require this service be hired directly by the owner or their representative. The cost of OSHA required personnel air sampling is included in our pricing.
- **AIR / PROJECT MONITORING** - The cost for an independent testing lab to perform all required air/project monitoring is NOT included in our proposal. NYS asbestos regulations require this service be hired directly by the owner or their representative. The cost of OSHA required personnel air sampling is included in our pricing.

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October 19, 2023

**Re: CITY OF WATERTOWN – FLYNN POOL – CLEANUP VERMICULITE
ASBESTOS ABATEMENT**

Page 3

- **WASTE DISPOSAL** - Transportation and disposal of all waste is included in our price, unless indicated otherwise.

- ***PCB Testing, Handling, and Disposal*** – PCBs are frequently found in a variety of building materials. The EPA regulates PCB waste disposal and has requirements for disposal facilities to ensure PCBs are properly disposed of. Disposal facilities, in turn, are now requiring analytical proof that asbestos waste and demolition debris/C&D waste do not contain PCBs above the statutory limits. They may not profile & accept waste without this documentation. Sampling and analysis of affected building materials for PCBs is the responsibility of the Owner (Generator). This testing should be completed prior to proceeding with any demolition or renovation work. Expenses and/or delays associated with PCB testing and disposal will be considered out-of-scope and subject to change orders for additional cost and time.

SCOPE ITEM	COST	DURATION (Working Days)
Asbestos Abatement – Per Variance	\$ 24,865.00	4-5 Day
Asbestos Abatement Total	\$ 24,865.00	4-5 Day

Our prices are good for thirty days from the date of this letter. Our payment terms are net thirty days. Work may be scheduled upon receipt and/or execution of a binding contract or purchase order.

Should you have questions or require further information, please do not hesitate to contact me.

Sincerely,

Richard Fairbridge

Richard Fairbridge
Estimator/Project Manager

<u>Agreed and Accepted</u>	
Customer/Company:	_____
Name (typed/printed):	_____
Authorizing Signature:	_____
Date:	_____

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AAC Contracting, LLC
Environmental Remediation and Construction Services

AAC Contracting, LLC dba Genesee Environmental Standard Terms & Conditions

The following terms and conditions apply to every proposal offered or agreement made by AAC Contracting, LLC dba Genesee Environmental ("AAC") unless an authorized representative of AAC otherwise agrees in writing:

SALES TAX: Quoted price does not include sales tax which must be added, if applicable. If project is not subject to sales tax, acceptable documentation of tax-exempt status must be provided. Absent such acceptable documentation, Customer will be obligated to AAC for payment of any sales tax that AAC is obligated to collect on behalf of the State of New York.

SCOPE: Where types, quantities, locations and/or conditions of materials have been specified (e.g. hazardous materials survey, proposal scope, bid documents, etc.), AAC's proposal is limited to those specific types, quantities, locations and/or conditions.

OUT-OF-SCOPE MATERIALS: Handling, removal and/or disposal of hazardous materials, hazardous waste, or any materials other than those quantified and accounted for in the proposal and contract documents, are specifically excluded. Pricing assumes others have performed all required surveys and inspections.

SERVICES AND ACCESS PROVIDED BY OTHERS: Suitable access to the site, potable water, electrical service, sanitary sewer (including connections, disconnections, and usage) will be provided, at no cost to AAC, and scheduled as needed to avoid delay or disruption to the flow of our work.

LABOR: Prices do not include overtime, prevailing wage, or union requirements, all of which are subject to additional charges.

SCHEDULING AND PHASING: AAC will work with all parties involved to prepare any required Phasing Plan or Schedule. Our price assumes our work will take a particular number of Weeks to complete, in either five eight-hour days or four 10-hour days, each using a single working shift, Monday through Friday with no double shifting. Any different requirements are subject to additional charges.

WASTE DISPOSAL: Our prices include Transportation and Disposal (T&D) of Waste only as required and defined by the specifications, proposal, and contract documents. The Customer may be provided with copies of all disposal documentation at project completion in a closeout package. If disposal services are to be provided by others, containers for waste must be available and processed in a timely fashion so as not to impede our production.

AIR SAMPLING AND PROJECT MONITORING: The cost to hire an independent on-site testing lab to perform all required air monitoring if necessary is NOT included in our proposals. It is assumed the Customer, or their representative will hire this required service. The cost of OSHA required personnel air sampling is included in our bid. The owner may be provided with copies of all OSHA air monitoring reports at project completion in a closeout package.

PANDEMIC PROTOCOLS: Prices and schedule exclude costs associated with pandemic (e.g. COVID-19) protocol requirements, which are subject to additional charges.

CONTENTS: All existing movable contents such as furniture, equipment, storage, or other items must be removed, BY OTHERS, from each area prior to our mobilization into that specific area, unless otherwise stipulated and defined by the written scope of work prior to bid.

SALVAGE: AAC shall retain exclusive rights to the value of any salvageable items present at the time of bid, including scrap metal, salvageable equipment, electrical components, and the like, unless otherwise stipulated and defined by the written scope of work prior to bid.

SHORING: Design, provision, and installation of shoring for structural or architectural components is excluded.

UNFORESEEN CONDITIONS: Our prices are based on limited available information and certain reasonable assumptions. Any materially differing conditions shall be subject to additional charges. Conditions which are, wholly or in part, latent, concealed, unknown or otherwise not specifically contemplated in AAC's proposal and estimates are specifically excluded.

PAYMENT TERMS: Payment terms are Net 30 with no retention withheld. A finance charge of 1.5% per month may be applied to overdue balances, along with any and all cost associated with collection of past-due amounts, including attorney's fees.

LIABILITY FOR DAMAGES: Specification or contract terms to the contrary notwithstanding, AAC will be liable for damages only if and to the degree that they arise directly from negligent acts or omissions by AAC or its authorized agents, representatives, or subcontractors. It is agreed by all parties that some amount of cosmetic damage (e.g. staples and tape marks) may be inherent and typical for certain work and, as such, does not constitute negligence. AAC will not indemnify any party against that party's own sole, partial or contributory negligence nor willful misconduct. AAC shall not be liable for accidents, injuries, property loss or any other damages arising, wholly or in part, from circumstances beyond the direct and complete control of AAC or its employees, subcontractors, or authorized agents. Unless otherwise provided in writing, AAC and Customer agree to a mutual waiver of consequential damages.

INSURANCE: Proposals and estimates are based on AAC's usual and customary insurance coverage. Any additional coverage required (e.g. builders' risk, project-specific limits, etc.) may be provided at an additional cost to Customer, if available.

BONDS: Proposals and estimates exclude payment bonds, performance bonds or other bonds, which may be provided at an additional cost to Customer, if available.

INCORPORATION OF TERMS: AAC's proposal and these Terms & Conditions shall be considered a part of the contract documents, whether or not incorporated by attachment or reference and the terms herein shall govern regardless of any conflicting language elsewhere in the specification or contract documents. Proposal and pricing are contingent upon mutually acceptable contractual terms accepted in writing by both parties.

VALID TERM OF PROPOSAL: Unless specifically stipulated otherwise herein, AAC's proposal and pricing are valid for 30 days from the proposal date and subject to modification or withdrawal thereafter, at AAC's sole discretion.

AAC Contracting, LLC dba Genesee Environmental

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 with Northern Tier Contracting, Inc. for the 2022 Fire Station Upgrades to Station 1, 2, and 3

At the July 17, 2023, meeting, City Council approved the bid for the 2022 Fire Station Upgrades to Stations 1,2, and 3 Project to Northern Tier Contracting in the amount of \$234,400.00.

Northern Tier Contracting has submitted Change Order No. 1 in the amount of \$10,161.20 more due to additional work that was needed, bringing the final construction cost to \$244,561.20. During construction it was discovered that the mortar where the porticos connected to the buildings at the State and Mill Street Stations had deteriorated and concrete blocks needed to be replaced. A new gutter system and electrical conduit were also installed.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No.1 with
Northern Tier Contracting Inc. for the
2022 Fire Station Upgrades to Stations
1, 2, & 3

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Engineering Department has received Change Order No. 1 for the 2022 Fire Stations Upgrades to Stations 1,2, and 3 Project from Norther Tier Contracting, known as the Contractor, and

WHEREAS the Contractor's Original Contract Price of \$234,400.00 has been increased by \$10,161.20 due to an increase in the scope of work, and

WHEREAS the City Engineering Department has reviewed the proposed Change Order and it is their recommendation that the City Council accept it,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 from Northern Tier Contracting in the amount of \$10,161.20, a copy of which is attached and made part of this resolution, bringing the total contract amount to \$244,561.20, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

Change Order

No. #1

Date of Issuance: 10-19-2023

Effective Date: 5/25/2023

Project: 2022 Fire Station Upgrades 1,2 and 3

Owner: City of Watertown

Owner's Contract No.:2023-21

Contract: Fire Station Upgrades to Station 1,2 and 3

Date of Contract: 7-19-2023

Contractor: Northern Tier Contracting

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Added Cost to remove and Reinstall Core Filled CMU block, at both state street and Mill Street locations along with new gutter system and new Electrical Conduit.

Attachments: (List documents supporting change):

Attached Proposal from Northern Tier Contracting for added cost to core fill CMU block.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 234,400.00

[Increase] from previously approved Change Orders

No. 0 to No. 1

Contract Price prior to this Change Order:

\$ 234,400.00

[Increase] of this Change Order:

\$ 10,161.20

Contract Price incorporating this Change Order:

\$ 244,561.20

CHANGE IN CONTRACT TIMES:

Original Contract Times: X Working days ☐ Calendar days

Substantial completion (days or date): Please add 15 days

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 1

Substantial completion (days): 15 Days

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 15 Days

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): 135 Days

Ready for final payment (days or date):

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

Date:

Northern Tier Contracting Inc.
329A Scotch Settlement Rd.
Gouverneur, NY 13642

Phone: (315) 287-0208

Fax: (315) 287-0797

PROPOSAL



NORTHERN TIER CONTRACTING Inc.

Change Order: CO #3

Job Number: 23080

Date: 10/12/2023

To:

23080 Watertown Fire Departments Renovation

Description

Cost to Core Fill CMU Block

Reference	Description	Quantity	UOM	Unit Price	Extended Price
Life Safety Requirements					
50.08	LIFE SAFETY	0.2500	%	51.1833	12.80
Life Safety Requirements Total:					12.80
Performance Bond					
50.06	BOND	1.4500	%	50.4521	73.16
Performance Bond Total:					73.16
Concrete Block Unit Masonry					
	CORE FILL EXISTING CMU BLOCK	168.0000	BAG	29.9548	5,032.41
Concrete Block Unit Masonry Total:					5,032.41

Proposal Total: 5,118.36

Acceptance

Accepted by: _____

Title: _____

Date: _____



The Masonry Professionals

Phone: (315) 788-2191

(800) 487-2742

Fax (315) 788-1591

Watertown, NY 13601

www.taylorconcrete.com

BACK ORDER

Sales Order # 00021924

Order Date 10/16/23

Account# N00710

Bill To

NORTHERN TIER CONTRACTING INC.
329A SCOTCH SETTLEMENT RD
GOUVERNEUR NY 13642

Ph: 315-287-0208

TODD KIECHLE

Ship To

WATERTOWN FIRE STATIONS UPGRADES
RENOVATIONS TO FD'S 1, 2 & 3
224 SOUTH MASSEY ST (& OTHER LOCATIONS)
WATERTOWN NY 13601

P/O #	Sls	Ship Date	Ship Via	F.O.B.	Terms			Pg#	
WTN-FD CHAN	Scott Kitt		TAYLOR CONC		3%10TH/ N30			1	
Item #	Description			Ordered	Shipped	B/O	U/M	Unit Price	Total
R0801390000	8X8X8 HALF BLOCK - 150/PALLET BLK: 24			<input checked="" type="checkbox"/> 24.00	0.00	0.00	EA	1.7200	41.28
R0800600000	8X8X16 MIXED (1 UNIVERSAL JAMB/ 2 STRETCHERS) - 90/PALLET BLK: 38			<input checked="" type="checkbox"/> 38.00	0.00	0.00	EA	2.0200	76.76
R0800250000	8X8X16 KNOCK OUT OPEN BOTTOM BONDBEAM - 75/PALLET BLK: 16			<input checked="" type="checkbox"/> 16.00	0.00	0.00	EA	2.7700	44.32
A04006024000	4X8X16 SF L-CRNR NATURAL GRAY W/ RB BLK: 96			<input checked="" type="checkbox"/> 96.00	0.00	0.00	EA	6.8500	657.60
A08004004000	8X8X16 SPLIT FACE PEWTER W/ RAINBLOC PAL: 4 BLK: 18			<input checked="" type="checkbox"/> 318.00	0.00	318.00	EA	4.1500	1319.70
A08004704000	8X8X16 SPLITFACE/ SPLITEND PEWTER W/ RAINBLOC			<input checked="" type="checkbox"/> 72.00	0.00	72.00	EA	7.4500	536.40
QPLS80	SPEC MIX PREMIXED PORT/LIME "S" 80 LB PAL: 1 EA: 8			50.00	0.00	50.00	EA	9.5500	477.50
QCFG	SPEC MIX COREFILL FINE GROUT 80 LB (VERTICAL CORE-POURS & BOND			168.00	0.00	168.00	EA	8.5500	1436.40

Continued

Northern Tier Contracting Inc.
329A Scotch Settlement Rd.
Gouverneur, NY 13642

PROPOSAL



NORTHERN TIER CONTRACTING Inc.

Phone: (315) 287-0208

Fax: (315) 287-0797

Change Order: CO #4

Job Number: 23080

Date: 10/23/2023

To:

23080 Watertown Fire Departments Renovation

Description

Replace Electrical Conduit due to rusted conduit

Reference	Description	Quantity	UOM	Unit Price	Extended Price
Life Safety Requirements					
50.08	LIFE SAFETY	0.2500	%	14.5815	3.65
Life Safety Requirements Total:					3.65
Performance Bond					
50.06	BOND	1.4500	%	14.3732	20.84
Performance Bond Total:					20.84
Electrical Distribution Equip/Fixtures					
16.01.01	ELECTRICAL SUBCONTRACTOR	2.0000	LS	650.0000	1,300.00
Electrical Distribution Equip/Fixtures Total:					1,300.00
Change Orders					
50.03	SUB MARKUP	10.0000	%	13.0000	130.00
50.05	(non-Subs) MARKUP	15.0000	%	0.2449	3.67
Change Orders Total:					133.67

Proposal Total: 1,458.16

Acceptance

Accepted by: _____

Title: _____

Date: _____

Todd Kiechle

From: Robert Stevens <rboat53@gmail.com>
Sent: Friday, October 20, 2023 3:01 PM
To: Todd Kiechle
Subject: Re: Fire station

23-080
24-2700
NTC CO #4

Stevens Electric proposal

To demo conduit and wire install new PVC conduit and wire reconnect. All labor and materials supplied by Stevens Electric.

Cost \$ 650.00 each location.

Get [Outlook for Android](#)

From: Todd Kiechle <kiechle@ntcnny.com>
Sent: Thursday, October 19, 2023 10:10:17 AM
To: Robert Stevens <rboat53@gmail.com>
Subject: FW: Fire station

Bob

Please provide a quote to replace the conduit at both locations in Watertown address is below.

38 Mill Street
906 State Street

Any questions please don't hesitate to ask

Thank you

Todd S Kiechle II
329 A Scotch Settlement Road
Gouverneur NY 13642
Office 1-315-287-0208
Cell 1-315-921-4890

From: Todd Kiechle <kiechle@ntcnny.com>
Sent: Thursday, October 19, 2023 9:24 AM
To: Todd Kiechle <kiechle@ntcnny.com>
Subject: Fire station

Northern Tier Contracting Inc.
329A Scotch Settlement Rd.
Gouverneur, NY 13642

Phone: (315) 287-0208

Fax: (315) 287-0797

PROPOSAL



NORTHERN TIER CONTRACTING Inc.

Change Order: CO #5

Job Number: 23080

Date:

To:

23080 Watertown Fire Departments Renovation

Description

INSTALL GUTTERS TO EACH LOCATION STATE STREET AND MILL STREET

Reference	Description	Quantity	UOM	Unit Price	Extended Price
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Life Safety Requirements

50.08	LIFE SAFETY	0.2500	%	35.8466	8.96
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Life Safety Requirements Total: 8.96

Performance Bond

50.06	BOND	1.4500	%	35.3345	51.24
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Performance Bond Total: 51.24

Gutters

	GUTTER MATERIAL PACKAGE	1.0000	LS	816.9200	816.92
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07.25.11	LABOR TO INSTALL GUTTERS	40.0000	LF	56.0000	2,240.00
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Gutters Total: 3,056.92

Change Orders

50.05	(non-Subs) MARKUP	15.0000	%	31.1712	467.57
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Change Orders Total: 467.57

Proposal Total: 3,584.68

Acceptance

Accepted by: _____

Title: _____

Date: _____



231 N Rutland Street
Watertown, NY 13601
(315) 788-6200
FAX: (315) 788-1976

71 Depot Street
Gouverneur, NY 13642
(315) 287-1892
FAX: (315) 287-1474

3704 State Route 13
Pulaski, NY 13142
(315) 298-6575
FAX: (315) 298-3219

945 James Street
Clayton, NY 13624
(315) 686-1892
FAX: (315) 686-197

For Account information and to Shop On Line: www.mywhiteslumber.com

Quotation

Quote No

Quote Date

1662150

10/24/2023



QT-1662150-1

Page 1 of 2

False

Bill To

NORTHERN TIER CONTRACTING INC.
329A SCOTCH SETTLEMENT ROAD
GOUVERNEUR, NY, 13642

Ship To MAIN

NORTHERN TIER CONTRACTING INC.
329A SCOTCH SETTLEMENT ROAD
GOUVERNEUR, NY, 13642

Customer	Customer Ref	Delivery Date	Customer Phone	Taken By	Branch
270208	Watertown FD - Gutter	By 10/24/2023	315-287-0208	Shawn Lashua	02 Gouverneur

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	SO*S052_054731	BOX GUTTER 24GA GR50 AZ50 KYNAR 10'-2" SLATE GREY	4 ea	64.34	ea	257.36
2	SO*S052_054732	DOWNSPOUT 3.5" X 4" 24GA GR50 AZ50 KYNAR 10'-2" SLATE GREY	4 ea	69.55	ea	278.20
3	SO*S052_054733	DOWNSPOUT OUTLET 3.5" X 4" 24GA GR50 AZ50 KYNAR SLATE GREY	4 ea	10.12	ea	40.48
4	SO*S052_054734	ELBOW 3.5" X 4" W/95 DEGREE SEAM FACING IN 24GA GR50 AZ50 KYNAR SLATE GREY	4 ea	30.00	ea	120.00
5	SO*S052_054735	BOX GUTTER END LEFT 24GA GR50 AZ50 KYNAR SLATE GREY	1 ea	9.52	ea	9.52
6	SO*S052_054736	BOX GUTTER END RIGHT 24GA GR50 AZ50 KYNAR SLATE GREY	1 ea	9.52	ea	9.52
7	SO*S052_054737	D.S. BRACKET 3.5" X 4" 24GA GR50 AZ50 KYNAR SLATE GREY	12 ea	4.32	ea	51.84
8	SO*S052_054738	RIVET 1/8" SLATE GREY	250 ea	0.20	ea	50.00

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer

Date

Subject to our terms and conditions of sale. Further copies available on request.

Total Amount	\$816.92
Sales Tax	\$65.36
Quotation Total	\$882.28

Quote Expires On 11/7/2023

Res No. 15

November 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Request for Shuttle Bus Service,
Northern Choral Society

Each year, the Northern Choral Society performs a holiday concert at the Asbury United Methodist Church. In the past, we have provided a shuttle bus service for the patrons of the concert at no charge.

The Northern Choral Society has again requested this service for their concert December 2 and 3, 2023. As noted in the attached report of Kyle Meehan, the Transit Director, it is recommended that the City of Watertown again provide this service in accordance with our Charter Bus Policy.

A resolution approving the request for shuttle bus service for the Northern Choral Society is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Request for Shuttle Bus Service,
Northern Choral Society

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V. C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

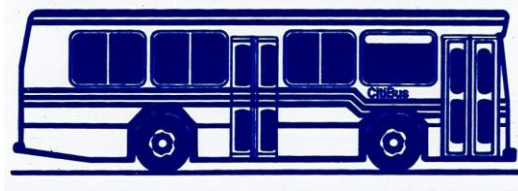
WHEREAS the Northern Choral Society has performed a holiday concert at the Asbury United Methodist Church for the benefit of the citizens for years, and

WHEREAS the City of Watertown had graciously provided shuttle bus service for this concert at no charge to the riders or the Northern Choral Society since 2004, and

WHEREAS it is the recommendation of the Transit Director to continue this service as part of the City of Watertown's Charter Bus Policy,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves providing the shuttle bus service at no charge for the Northern Choral Society concert planned for December 2 and 3, 2023, at the Asbury United Methodist Church on Franklin Street.

Seconded by _____



CitiBus

MEMORANDUM

To: Kenneth Mix, City Manager

From: Kyle Meehan, Transit Director

Reason: Request for Shuttle Bus Service from Northern Choral Society

Event Dates and Times: December 2nd, and December 3rd, 2023 at 3:00pm for both days

CitiBus has been proudly requested by the Northern Choral Society to provide a shuttle service for their annual Christmas concert, at the Asbury United Methodist Church, 200 Parker St, on Saturday December 2nd, 2023 and Sunday, December 3rd, 2023. Both concerts will begin at 3:00 pm and our Transit Supervisor, Doreen Berry has been working diligently with the Society's Board President David Elmer to work out all the details. Furthermore, we will be providing Paratransit service, if requested, by any of our Paratransit clients, mirroring the same hours that we are providing shuttle service

As in the past we will begin shuttling performers/passengers an hour before the concert's start time, which for this year will be 2:00 pm. The bus will be shuttling from City Hall parking lot on Sterling St as well as from the parking lot at First Presbyterian Church on Academy Street.

We have provided this shuttle service since 2004 and when Mr. Hayes requested FTA's opinion, he was advised by the Office of Chief Council that provided the City did not charge or accept any funds from the entity that it is receiving this service, the City would be able to provide service for this annual event.

As such, it is my recommendation to provide this shuttle service for the enjoyment of our community.

Please feel free to contact me if you have any questions or require additional information.

Kyle

Kyle Meehan Transit Director
Civil Rights, Title VI & ADA Officer
CitiBus; City of Watertown
544 Newell Street
Watertown, New York 13601

October 12, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – September 2023

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last September, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$442,378 or 99.96%. The facility was down for all of the month for the concrete repair project. In comparison to the budget projection for the month, revenue was down \$150,758 or 99.88%. The year-to-date actual revenue is down \$357,720 or 46.73%, while the year-to-date revenue on a budget basis is down \$211,213 or 34.12%.

	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 1,937	\$ 673,456	\$ 165,435	\$ 380,883	\$ 215,448	130.23%
August	\$ 1,819	\$ 612,155	\$ 157,460	\$ 26,670	(\$ 130,790)	(83.06%)
September	\$ 1,164	\$ 307,692	\$ 442,559	\$ 181	(\$ 442,378)	(99.96%)
October	\$ 117,331	\$ 523,734	\$ 216,702			
November	\$ 410,218	\$ 731,273	\$ 373,674			
December	\$ 366,126	\$ 702,586	\$ 533,542			
January	\$ 255,650	\$ 293,374	\$ 522,759			
February	\$ 175,736	\$ 246,124	\$ 477,279			
March	\$ 449,166	\$ 661,611	\$ 612,321			
April	\$ 669,698	\$ 897,945	\$ 872,321			
May	\$ 433,690	\$ 539,059	\$ 471,237			
June	<u>\$ 85,233</u>	<u>\$ 418,974</u>	<u>\$ 234,979</u>			
YTD	<u>\$2,967,768</u>	<u>\$6,604,983</u>	<u>\$5,080,268</u>	<u>\$ 407,734</u>	<u>(\$ 357,720)</u>	<u>(46.73%)</u>

	<u>Original</u> <u>Budget</u> <u>2023-24</u>	<u>Actual</u> <u>2023-24</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 303,717	\$ 380,883	\$ 77,166	25.61%	\$ -
August	\$ 164,291	\$ 26,670	(\$ 137,621)	(83.77%)	\$ 23,562
September	\$ 150,939	\$ 181	(\$ 150,758)	(99.88%)	\$ 30,739
October	\$ 399,149				
November	\$ 583,691				
December	\$ 492,044				
January	\$ 378,093				
February	\$ 298,599				
March	\$ 536,386				
April	\$ 820,488				
May	\$ 606,884				
June	<u>\$ 415,719</u>				
YTD	<u>\$5,150,000</u>	<u>\$ 407,734</u>	<u>(\$ 211,213)</u>	<u>(34.12%)</u>	<u>\$ 54,301</u>

October 12, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – September 2023

Sales tax revenue was down \$266,917 or 9.68% compared to last September. In comparison to the original budget projection for the month, sales tax was down \$294,491 or 10.57%. The year-to-date actual receipts are up \$229,050 or 3.37%, while the year-to-date receipts on a budget basis are up \$161,039 or 2.35%.

	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,493,210	\$ 1,948,809	\$ 2,035,333	\$ 2,353,567	\$ 318,234	15.64%	
August	\$ 1,515,827	\$ 1,888,806	\$ 2,008,482	\$ 2,186,214	\$ 177,732	8.85%	
September	\$ 2,783,423	\$ 2,725,797	\$ 2,757,376	\$ 2,490,458	(\$ 266,917)	(9.68%)	3.37%
October	\$ 1,488,167	\$ 1,678,723	\$ 1,847,562				
November	\$ 1,331,668	\$ 1,643,509	\$ 1,818,188				
December	\$ 2,493,688	\$ 2,374,453	\$ 2,232,223				
January	\$ 1,290,702	\$ 1,649,030	\$ 1,849,036				
February	\$ 1,181,566	\$ 1,429,187	\$ 1,643,774				
March	\$ 2,284,533	\$ 2,253,672	\$ 2,041,305				
April	\$ 1,566,858	\$ 2,064,386	\$ 1,888,370				
May	\$ 1,626,958	\$ 2,023,137	\$ 1,835,982				
June	<u>\$ 3,144,514</u>	<u>\$ 1,949,070</u>	<u>\$ 2,566,086</u>				
YTD	<u>\$ 22,201,114</u>	<u>\$23,628,579</u>	<u>\$ 24,614,716</u>	<u>\$ 7,030,240</u>	<u>\$ 229,050</u>	<u>3.37%</u>	
			<u>Original Budget 2023-24</u>	<u>Actual 2023-24</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July			\$ 2,055,686	\$ 2,353,567	\$ 297,881	14.49%	
August			\$ 2,028,566	\$ 2,186,214	\$ 157,648	7.77%	
September			\$ 2,784,949	\$ 2,490,458	(\$ 294,491)	(10.57%)	2.34%
October			\$ 1,866,037				
November			\$ 1,836,370				
December			\$ 2,346,455				
January			\$ 1,867,527				
February			\$ 1,660,211				
March			\$ 2,061,718				
April			\$ 2,147,581				
May			\$ 2,104,669				
June			<u>\$ 2,025,231</u>				
YTD			<u>\$ 24,785,000</u>	<u>\$ 7,030,240</u>	<u>\$ 161,039</u>	<u>2.35%</u>	

Staff Report

November 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Jake Johnson Parking Garage Proposal

Jake Johnson requested that the attached proposal be placed on this agenda.



142 Arcade Street, Suite 101, Watertown, NY 13601 * 315-221-4219
jakejohnsonproperties@gmail.com

October 25, 2023

Ken Mix, City Manager
Watertown City Council
245 Washington St.
Watertown, NY 13601

Re: 205 Coffeen St. Parking Garage Revitalization Project Proposal for 11/06/23 Council Meeting

Dear Ken,

As a follow-up to our previous conversations, I am presenting my proposal herewith to personally fund the rehabilitation of the parking garage and covered walkway adjacent to the new YMCA facility in downtown Watertown.

I would like to personally donate all funds needed to complete the rehabilitation, manage the project and use my own contractors and staff to complete the work. My goal is to complete the project in the spring of 2024.

The scope of work for this project follows;

Parking Garage Revitalization Project		
Description	Estimated Cost	Estimated Dates Work to Be Completed
Painting of all Steel & Concrete in and Around Parking Garage	\$75,000.00	Spring; May 1 - June 15
Pavement Striping and Sealing	\$20,000	Spring; June 16
New Roof on Covered Walkway & Paint/Repairs	\$25,000	Spring; April 1 - April 15
Misc. Costs	\$5,000	
Total Project Funding	\$125,000.00	

After project completion, the City will maintain the day-to-day upkeep of the property.

In exchange for the project completion, I am requesting 20-year naming rights to the garage and the covered walkway. I would like the garage dedicated to my mother's parents, **Stephen and Lucy Mylo** and the walkway dedicated to my best friend who passed away in 1999, **Sean Balch**. At the twenty-year expiration, I would like an option to extend the naming rights for \$100,000 for an additional twenty-year term.

I welcome a discussion of this proposal and request the approval of the City Council to begin planning the project. If you have additional questions, I can be reached directly at 315-771-5819.

Thank you for your time and consideration.

Sincerely yours,

Jacob S. Johnson