

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, December 4, 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, December 4, 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

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- | | |
|--------------------|--|
| Resolution No. 1 - | Establishing 2024 County Tax Rate |
| Resolution No. 2 - | Authorizing the City of Watertown to Accept Fee Title Obtained by the State of New York Relative To the Court Street Bridge, City of Watertown, Jefferson County, Specifically PIN 7750.75 |
| Resolution No. 3 - | Approving Change Order #2 with Northern Tier Contracting, Inc. for the 2022 Fire Stations Upgrades to Stations 1, 2, and 3 Project |
| Resolution No. 4 - | Approving Change Order #3 for the DRI Streetscape Design Improvements Project, CCI Companies, Inc. |
| Resolution No. 5 - | Approving Change Order No. 1 with Hyde-Stone Mechanical Contractors, Inc. for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #3 – Plumbing |
| Resolution No. 6 - | Readopting Fiscal Year 2023-24 General Fund Budget – Flynn Pool Funding |
| Resolution No. 7 - | Approving Purchase and Sale Agreement with Jefferson County SPCA for a 5.07-Acre Portion of Tax Parcel No. 83.11-2-25.1 in the Town of Pamela |

- Resolution No. 8 - Nominating Justin F. Brotherton for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 9 - Nominating Stanley Zaremba for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 10 - Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Boards and Commissions Appointments
2. Pool Attendance Summary
3. Thompson Park Golf Course 2023 Season Financial Report
4. Thompson Park Golf Course Usage Update

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, December 11, 2023, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 18, 2023.

Res. No. 1

November 20, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Establishing 2024 County Tax Rate

By resolution adopted November 14, 2023, the Jefferson County Board of Legislators apportioned the share of the 2024 County tax to be levied on the real property within the City. The City's share of the 2024 County tax is \$8,344,020.99. A comparison of the amount required for County tax purposes for the years 2020 through 2024 is shown below:

	City Share of County Tax Levy	Levy Increase / (Decrease) Amount	Levy Increase / (Decrease) %	Tax Rate Per \$1,000	Tax Rate Increase / (Decrease) Amount	Tax Rate Increase / (Decrease) %
2024	8,344,021	\$ (351,592)	-4.04%	\$7.377523	\$(0.417919)	-5.36%
2023	8,695,613	\$ (163,841)	-1.85%	\$7.795442	\$(0.269758)	-3.34%
2022	8,859,454	\$ 9,050	0.10%	\$8.065200	\$(0.003029)	-0.04%
2021	8,850,404	\$ 144,176	1.66%	\$8.068229	\$ 0.060265	0.75%
2020	8,706,228	\$ 474,810	5.77%	\$8.007964	\$ 0.397487	5.22%

The 2024 County tax rate calculates to \$7.377523 per \$1,000 of assessed valuation which represents a 5.36% decrease compared to the 2023 County tax rate of \$7.795442. The 2024 County taxable assessed values total \$1,127,741,587 compared to \$1,113,647,866 from the 2023 assessment roll.

A resolution has been prepared for City Council consideration to approve the 2024 County tax rate.

RESOLUTION

Page 1 of 1

Establishing 2024 County Tax Rate

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 Board of Legislators of the County of Jefferson, by resolution dated November 14, 2023, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2024 is \$8,344,020.99,

NOW THEREFORE BE IT RESOLVED that this Council shall and hereby does levy the said aggregate amount of taxes of \$8,344,020.99, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$8,344,020.99 to be collected at a rate of \$7.377523 per \$1,000 of assessed valuation, of which County tax levy is \$8,319,939.15 and includes \$24,082.56 in omitted taxes.

Seconded by _____

County of Jefferson
Office of the County Administrator

Historic Courthouse
195 Arsenal Street, 2nd Floor
Watertown, NY 13601-2567
Phone: (315) 785-3075 Fax: (315) 785-5070



November 15, 2023

Kenneth Mix, City Manager
City of Watertown
Municipal Building
245 Washington Street, Room 302
Watertown, NY 13601

Dear Ken:

Enclosed is a certified copy of Resolution No. 256 adopted by the Board of Legislators on November 14, 2023 certifying the City apportioned share of the 2024 County tax to be levied on real property within the City of Watertown.

If you have any questions with regard to the resolution, please contact me.

Sincerely,

Robert F. Hagemann, III
Clerk of the Board/
County Administrator

RFH:jdj

Enc.

c: (w/ certified copy of resolution)
Ann Saunders, Watertown City Clerk
✓ Brian Phelps, Watertown City Assessor

JEFFERSON COUNTY BOARD OF LEGISLATORS

Resolution No. 256

Certification of Taxes to the City of Watertown

By Legislator: Daniel R. McBride

Resolved, That the Clerk of the Board be and is hereby authorized and directed to certify to the Clerk and the Assessor of the City of Watertown, the apportioned share of the 2024 County Tax to be levied on real property within the City as follows:

County Tax \$8,344,020.99

Seconded by Legislator: Robert W. Cantwell, III

State of New York)
) ss.:
County of Jefferson)

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 256 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 14th day of November, 20 23 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 15th day of November, 20 23.

Sarah H. Baldwin
Deputy Clerk of the Board of Legislators

Res. No. 2

November 27, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing the City of Watertown to Accept Fee Title Obtained by the State of New York Relative to Court Street Bridge, City of Watertown, Jefferson County, Specifically PIN 7750.75

The Court Street Bridge was reconstructed in the early 1990's. NYS Department of Transportation acquired several private properties for the bridge and street realignment. The City has had maintenance jurisdiction for these properties since the reconstruction, but ownership was not transferred to the City. Since the City is responsible for the maintenance of the bridge and surrounding land it is appropriate that the City own them. To start the transfer process DOT requires a resolution of the City Council stating that the City will accept the land.

The proposal is to transfer two parcels immediately adjacent to the bridge, including Parcel No. 7-07-206.000 on the south side of the river and Parcel No. 2-03-117.000 on the north side of the river. They are colored orange on the first two attached maps. There are also four parcels north of West Main Street that DOT can dispose of as surplus property.

A resolution authorizing the acceptance of ownership of the two parcels is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the City of Watertown to Accept Fee Title Obtained by the State of New York Relative to the Court Street Bridge, City of Watertown, Jefferson County, Specifically PIN 7750.75

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 State of New York had a project commonly referred to as, Court Street Bridge, City of Watertown, Jefferson County, and

WHEREAS this project required acquisition of Fee Title, and construction with a portion extending onto private property, and

WHEREAS the City of Watertown has maintenance jurisdiction of the existing highway and by order of this Resolution, the State of New York is requesting the City of Watertown to agree to accept the Fee title acquired as shown on attached maps: Map 1, Parcel 1; Map 2, Parcel 2; Map 2, Parcel 3; Map 3, Parcel 4; Map 4, Parcel 5 and Map 10, Parcel 12 and; agree to accept ownership and maintenance jurisdiction of the area and any associated improvements which were completed under this project with these maps,

NOW THEREFORE BE IT RESOLVED that the City of Watertown is hereby authorized to accept the Fee title acquired by the State of New York for the project, as described herein, and agrees to accept all responsibility and maintenance jurisdiction of said Highway and improvements, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to enter into agreements or any other documents to carry out the intent of this Resolution.

Seconded by _____



June 9, 2023



Parcels



Counties/Shoreline

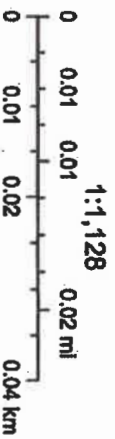


Villages

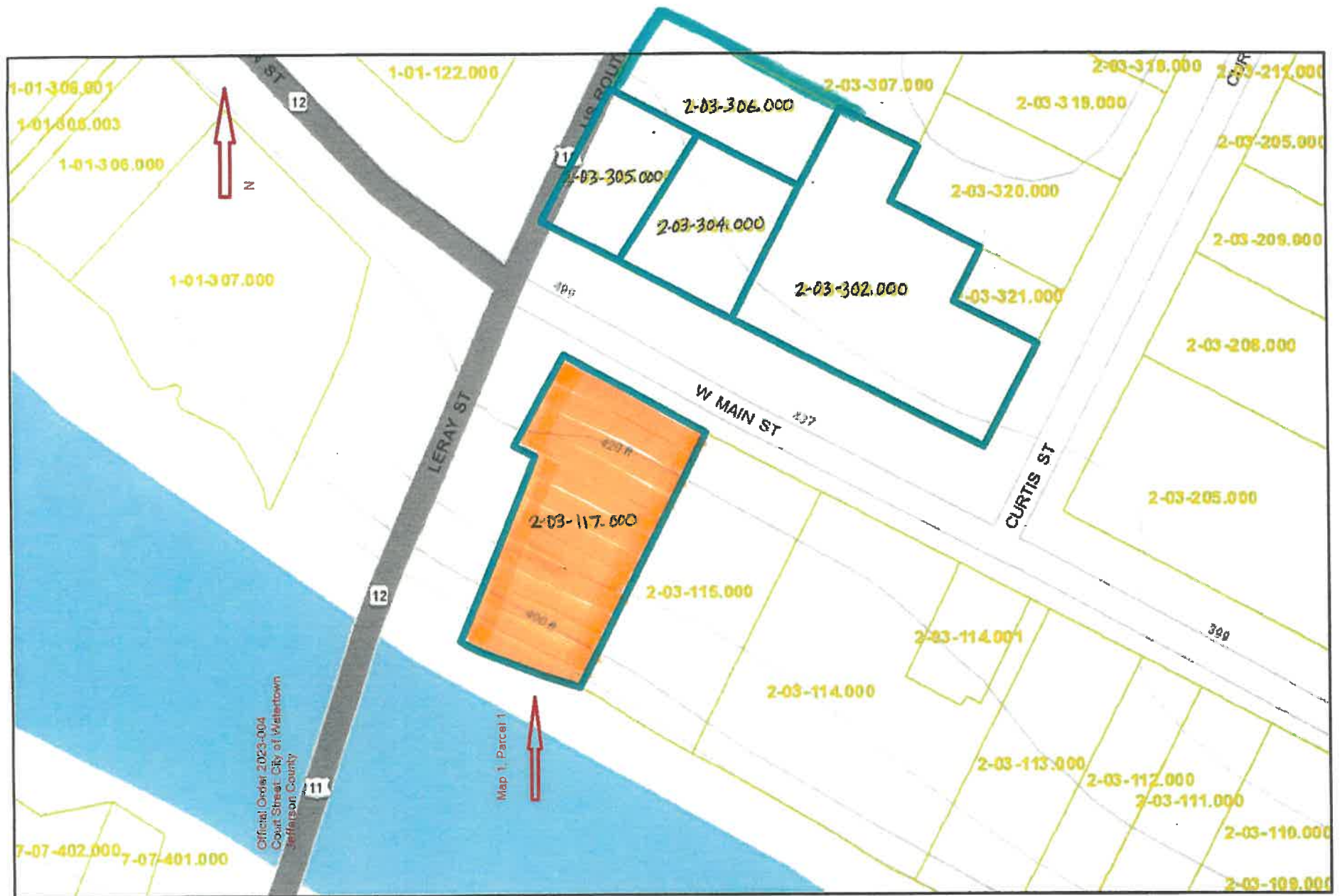
Parcel ID



Cities/Towns

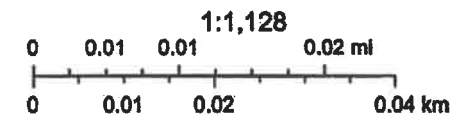


NYS Office of Information Technology Services GIS Program Office (GPO),
Primary Contact: GPO, GISboundaries@nys.gov, 518-242-5029, Sources:

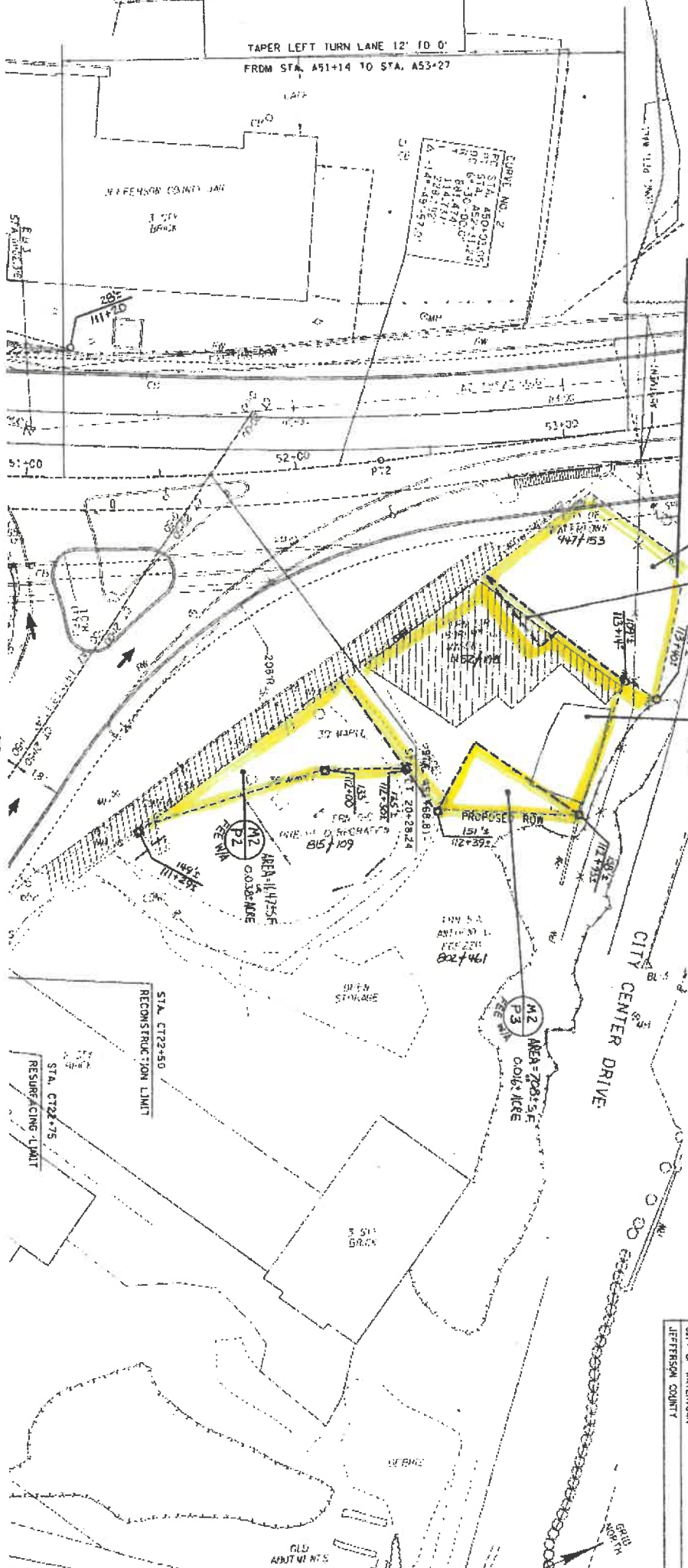


June 9, 2023

- Parcels
- Counties/Shoreline
- Villages
- Parcel ID Cities/Towns



NYS Office of Information Technology Services GIS Program Office (GPO).
Primary Contact: GPO, GISBoundaries@its.ny.gov, 518-242-5029. Sources:

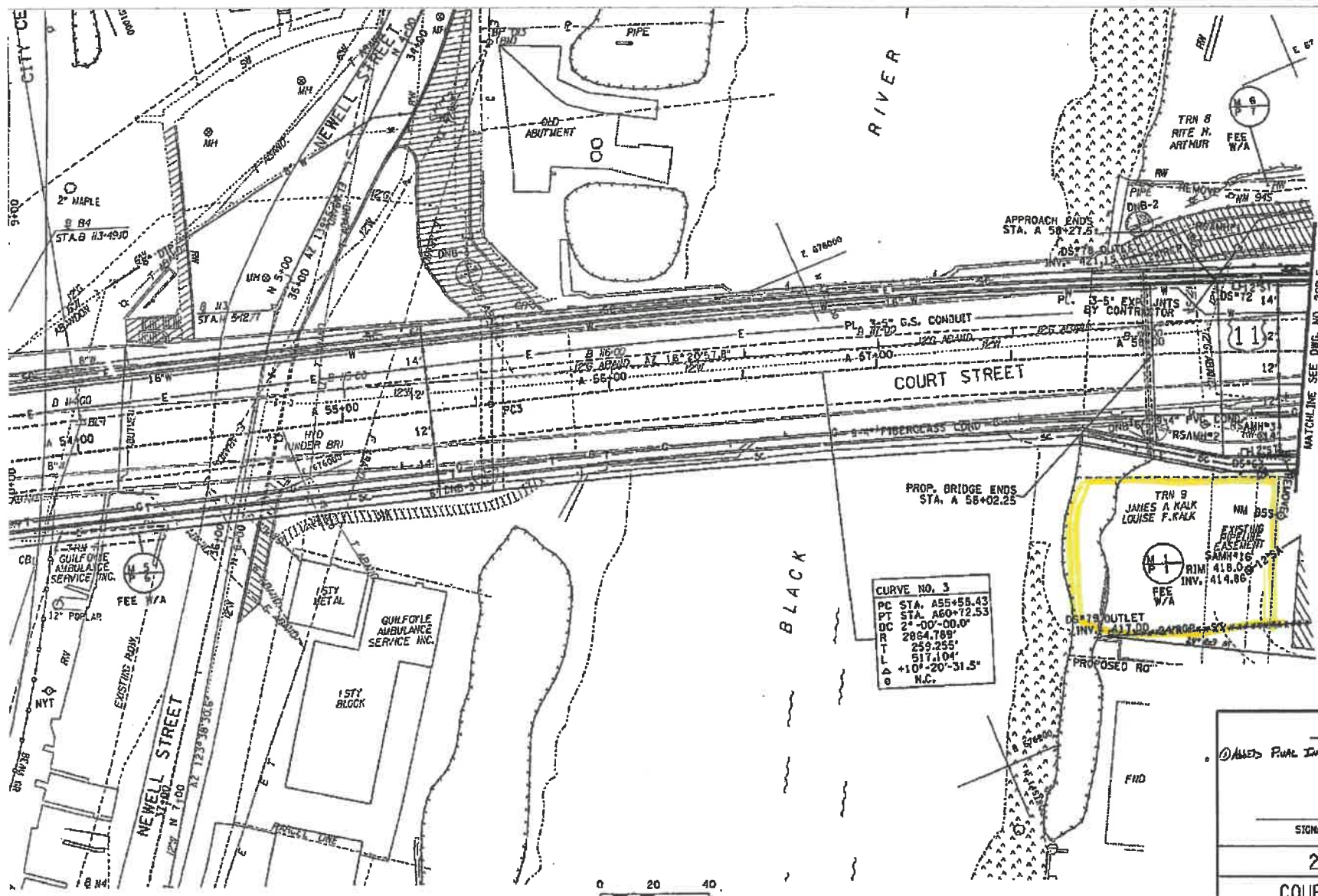


AREA = 2893 ± SF
0.0671 ACRE
M4
P5
AREA = 581 ± SF
M10
P12
AREA = 5028 ± SF
0.1171 ACRE
M3
P4

CITY CENTER DRIVE

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.
1	N.Y.	
PROJECT: JACOBI STREET BRIDGE OVER BLACK RIVER		
CITY OF WATERLOO		
JEFFERSON COUNTY		

STA. 472+50
RECONSTRUCTION LIMIT
STA. 472+75
RESURFACING LIMIT



A 58+34, 38' RT
T.G. 431.51
OUTLET INV N 423.82
424.52

DS* T2
TYPE J CB
A 58+34, 26' LT
T.G. 431.76
OUTLET INV N 424.56

DS* T8
RCP END SECTION
A 57+93, 37' LT
OUTLET INV. 421.15

DS* T9
RCP END SECTION
A 57+71, 105' RT
OUTLET 417.00

44, 110

COURT STREET, CITY OF WATERTOWN

JEFFERSON

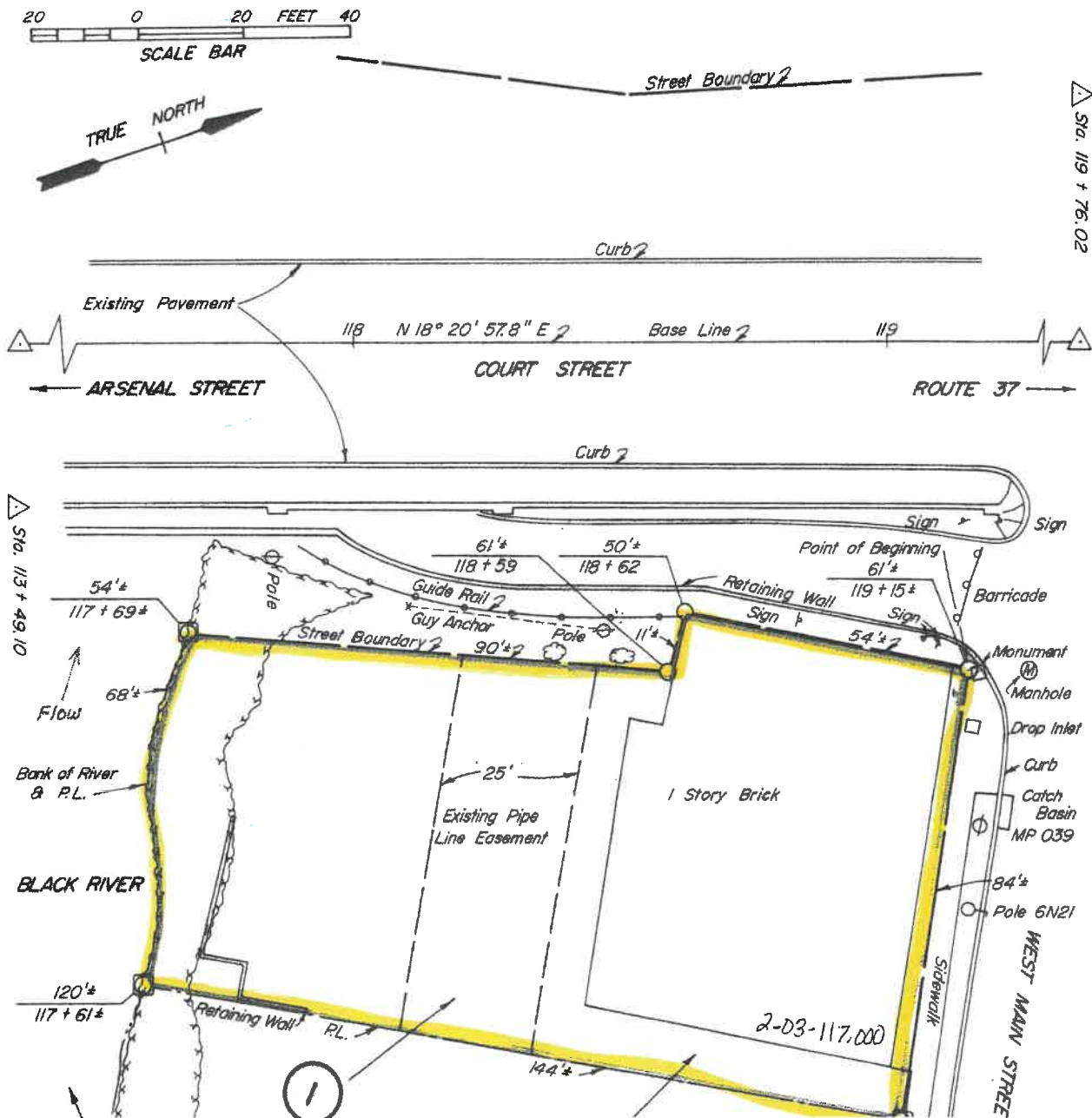
MAP NO. 1
PARCEL NO. 1
COUNTY

SHEET 1 of 2 SHEETS

Survey notes on file at New York State Department of Transportation, Regional Office No. 7
located at Watertown, New York

TRN 9
CC L 910 P 332

JAMES A. KALK & LOUISE F. KALK
(Reputed Owners)



All that piece or parcel of property hereinafter designated as Parcel No. 1 situate in the City of Watertown, County of Jefferson, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 1

Beginning at a point on the southeasterly boundary of the existing Court Street, City of Watertown highway at the intersection of the said boundary with the southwesterly boundary of an intersecting street (West Main Street), said point being 61± feet distant southeasterly measured at right angles from Sta. 119+15± of the hereinafter referenced base line for the reconstruction of the Court Street, City of Watertown highway; thence along said southeasterly boundary of Court Street the following three (3) courses and distances: (1) southwesterly 54± feet to a point 50± feet distant southeasterly, measured at right angles from Sta. 118+62 of said base line; (2) southeasterly 11± feet to a point 61± feet distant southeasterly, measured at right angles from Sta. 118+59 of said base line; and (3) southwesterly 90± feet to its intersection with the northerly bank of the Black River, said bank of said river also being the division line between the property of James A. Kalk & Louise F. Kalk (reputed owners) on the northeast and a portion of the bed of Black River on the south, — said point being 54± feet distant southeasterly measured at right angles from Sta. 117+69± of the said base line; thence ~~southeasterly along~~ said division line as it winds and turns 68± feet to its intersection with the division line between the property of James A. Kalk & Louise F. Kalk (reputed owners) on the northwest and the property of Leroy D. Fluno (reputed owner) on the northeast, said point being 120± feet distant southeasterly, measured at right angles from Sta. 117+61± of the said base line; thence northeasterly along the said last mentioned division line 144± feet to its intersection with the southwesterly boundary of an intersecting street boundary (West Main Street), said point being 144± feet distant southeasterly, measured at right angles from Sta. 119+03± of said base line; thence northwesterly along said last mentioned boundary of said existing highway 84± feet to the point of beginning; being 11092± sq. ft. or 0.255± acre more or less.

The above mentioned base line, as shown on the accompanying map, is a portion of the base line of the proposed improvement for the reconstruction of the Court Street, City of Watertown highway as shown on a map and plan on file in the office of the State Department of Transportation and described as follows: Beginning at angle point Sta. 113+49.10; thence N 18° 20' 57.8" E to angle point Sta. 119+76.02.

All bearings referred to True North.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THE PROJECT AND THE ACQUISITION THEREOF IS RECOMMENDED.

Date *November 29,* 19*90*

James F. Carrigan
JAMES F. CARRIGAN, P.E.
REGIONAL DIRECTOR OF TRANSPORTATION
REGION NO. 7



I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

Date *NOVEMBER 28,* 19*90*

Michael W. Battista
MICHAEL W. BATTISTA, LAND SURVEYOR
L.S. LICENSE NO. 49744

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
COURT STREET, CITY OF WATERTOWN
JEFFERSON COUNTY

Map No. 1
Parcel No. 1

JAMES A. KALK & LOUISE F. KALK
(Reputed Owners)

Total Area = 11092± Sq. Ft.
or 0.255± Acre

Description and map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 and Section 349-C of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America, in or to said property.

Pursuant to statutes set forth above and the authority delegated to me by official order of the Commissioner of Transportation, the above description and map are hereby officially approved, and said description and the original tracing of this map are hereby officially filed in the office of the Department of Transportation.

Date *February 24,* 19*91*

Richard J. Morris
R. J. MORRIS, Director, Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the Department of Transportation and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

"No alteration or addition to a survey map bearing a licensed surveyor's seal is a violation of Section 7209 Subdivision 2, of the New York State Education Law."

Real Estate Division

44,774

OK
3

COURT STREET, CITY OF WATERTOWN

JEFFERSON

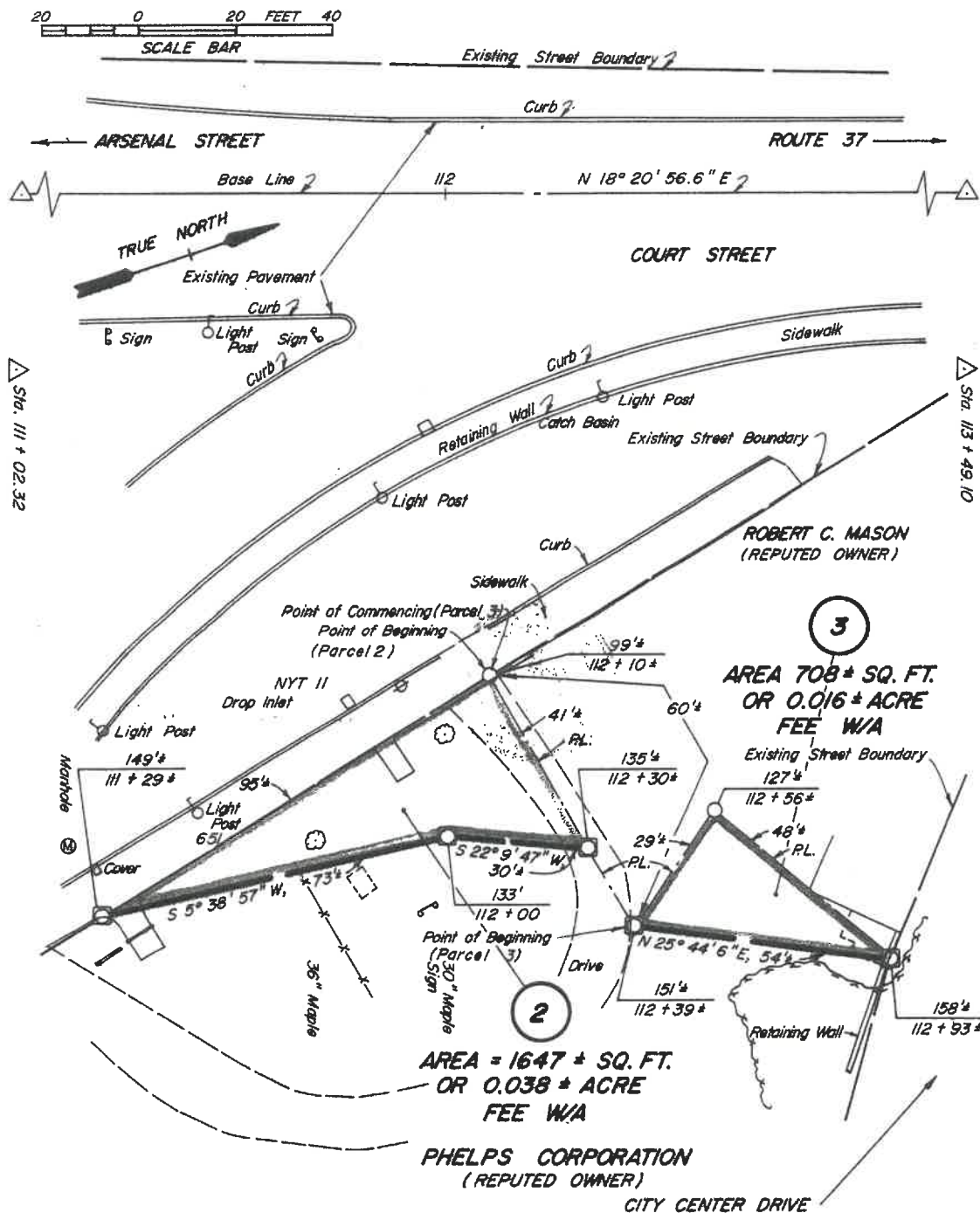
MAP NO. 2
PARCEL NOS. 2 & 3
COUNTY

SHEET 1 of 2 SHEETS

Survey notes on file at New York State Department of Transportation, Regional Office No. 7
located at Watertown, New York

Phelps Corporation
(Reputed Owner)

TRN SC
CC L 815 P 109



Continued on Sheet No. 2

COURT STREET, CITY OF WATERTOWN

JEFFERSON

MAP NO. 2

PARCEL NOS. 2 & 3

COUNTY

SHEET 2 OF 2 SHEETS

All those pieces or parcels of property hereinafter designated as Parcel Nos. 2 & 3 situate in the City of Watertown, County of Jefferson, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 2

Beginning at a point on the easterly boundary of the existing Court Street, City of Watertown highway at the intersection of the said boundary with the division line between the property of Phelps Corporation (reputed owner) on the south, and the property of Robert C. Mason (reputed owner) on the north, said point being 99± feet distant easterly measured at right angles from Sta. 112+10± of the hereinafter referenced base line for the reconstruction of the Court Street, City of Watertown highway; thence easterly along said division line 41± feet to a point 133± feet distant easterly, measured at right angles from Sta. 112+30± of said base line; thence through the property of the first mentioned reputed owner the following two (2) courses and distances: (1) S 22° 9' 47" W 30± feet to a point 133 feet distant easterly, measured at right angles from Sta. 112+00 of said base line; and (2) S 5° 30' 57" W 73± feet to a point on the easterly boundary of said existing highway, said point being 149± feet distant easterly, measured at right angles from Sta. 111+29± of said base line; thence northerly along said boundary of said existing highway 95± feet to the point of beginning; being 1647± Sq. Ft. or 0.038± acre more or less.

PARCEL NO. 3

Commencing at a point on the easterly boundary of the existing Court Street, City of Watertown highway at the intersection of the said boundary with the division line between the property of Phelps Corporation (reputed owner) on the south, and the property of Robert C. Mason (reputed owner) on the north, said point being 99± feet distant easterly, measured at right angles from Sta. 112+10± of the hereinafter referenced base line for the reconstruction of the Court Street, City of Watertown highway; thence easterly along said division line 60± feet to the point of beginning; said point being 151± feet distant easterly, measured at right angles from Sta. 112+39± of said base line; thence through the property of the first mentioned reputed owner N 25° 44' 6" E 54± feet to a point on the division line between the property of Phelps Corporation (reputed owner) on the south and the property of Robert C. Mason (reputed owner) on the north, said point being 138± feet distant easterly measured at right angles from Sta. 112+93± of the said base line; thence along said last mentioned division line the following two (2) courses and distances: (1) westerly 48± feet to a point, said point being 127± feet distant easterly measured at right angles from Sta. 112+36± of the said base line; and (2) southeasterly 29± feet to the point of beginning; being 708± Sq. Ft. or 0.016± acre more or less.

The above mentioned base line, as shown on the accompanying map, is a portion of the base line of the proposed improvement for the reconstruction of the Court Street, City of Watertown highway as shown on a map and plan on file in the office of the State Department of Transportation and described as follows: Beginning at angle point Sta. 111+02.32; thence N 18° 20' 56.6" E to angle point Sta. 113+49.10.

All bearings referred to True North.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THE PROJECT AND THE ACQUISITION THEREOF IS RECOMMENDED.

Date July 16, 1991
James F. Carrigan, P.E.
 REGIONAL DIRECTOR OF TRANSPORTATION
 REGION NO. 7



I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

Date July 16, 1991
Michael W. Battista
 MICHAEL W. BATTISTA, LAND SURVEYOR
 L.S. LICENSE NO. 49744

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
 DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
 COURT STREET, CITY OF WATERTOWN
 JEFFERSON COUNTY

Map No. 2
 Parcel Nos. 2 & 3

Total Area = 2335± Sq. Ft.
 or 0.054± Acre

PHELPS CORPORATION
 (Reputed Owner)

Description and map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 and Section 349-C of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America, in or to said property.

Pursuant to statutes set forth above and the authority delegated to me by official order of the Commissioner of Transportation, the above description and map are hereby officially approved, and said description and the original tracing of same are hereby officially filed in the office of the Department of Transportation.

Date February 24, 1992

R. J. Morris, Director, Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the Department of Transportation and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

"Unauthorized alteration or addition to survey map bearing a license and vote seal is a violation of Section 7009 Subdivision 1 of the New York State Education Law."

Real Estate Division

44,775

OK
5

COURT STREET, CITY OF WATERTOWN

JEFFERSON

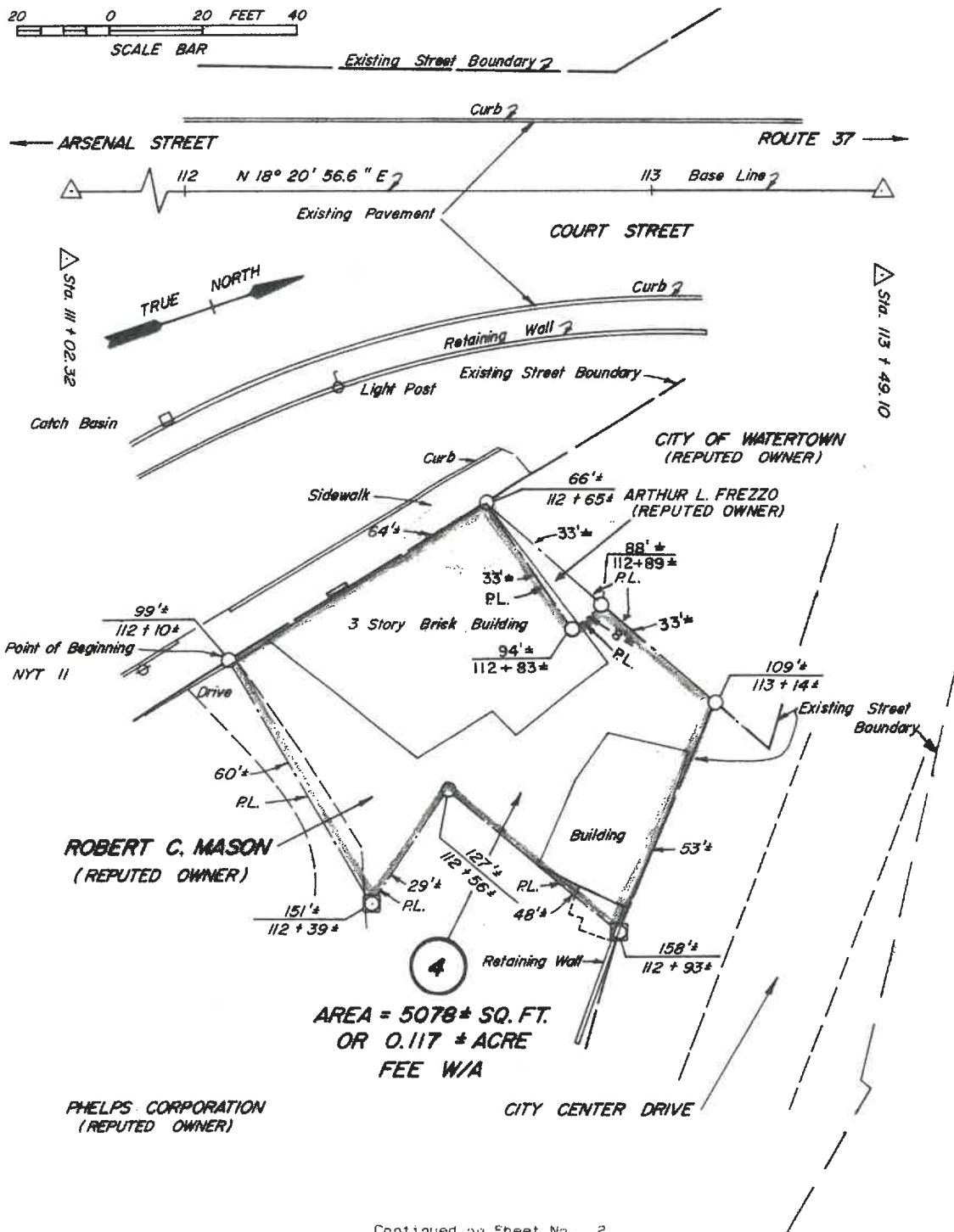
MAP NO. 3
PARCEL NO. 4
COUNTY

SHEET 1 of 2 SHEETS

Survey notes on file at New York State Department of Transportation, Regional Office No. 7
located at Watertown, New York

TRN 3B
CC L 1152 P 198

Robert C. Mason
(Reputed Owner)



Continued on Sheet No. 2

All that piece or parcel of property hereinafter designated as Parcel No. 4 situate in the City of Watertown, County of Jefferson, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 4

Beginning at a point on the easterly boundary of the existing Court Street, City of Watertown highway at the intersection of the said boundary with the division line between the property of Robert C. Mason (reputed owner) on the north, and the property of Phelps Corporation (reputed owner) on the south, said point being 99± feet distant easterly measured at right angles from Sta. 112+10± of the hereinafter referenced base line for the reconstruction of the Court Street, City of Watertown highway; thence along said division line the following three (3) courses and distances: (1) easterly 60± feet to a point 151± feet distant easterly, measured at right angles from Sta. 112+39± of said base line; (2) northwesterly 29± feet to a point 127± feet distant easterly, measured at right angles from Sta. 112+54± of said base line; and (3) northeasterly 48± feet to its intersection with the southwesterly boundary of an intersecting street (City Center Drive), said point being 158± feet distant easterly, measured at right angles from Sta. 112+93± of said base line; thence northwesterly along the said last mentioned street boundary 53± feet to a point on the division line between the property of Robert C. Mason (reputed owner) on the southeast and the property of the City of Watertown (reputed owner) on the northwest, said point being 109± feet distant easterly, measured at right angles from Sta. 113+14± of the said base line; thence southwesterly along the said last mentioned division line 33± feet to its intersection with the division line between the property of Robert C. Mason on the northeast and Arthur L. Frezzo on the southwest, said point being 88± feet distant easterly, measured at right angles from Sta. 112+89± of said base line; thence southerly along the said last mentioned division line 8± feet to an angle in said division line; said point being 94± feet distant easterly, measured at right angles from Sta. 112+83± of said base line; thence southwesterly along the said last mentioned division line 33± feet to a point on the easterly boundary of said existing highway, said point being 64± feet distant easterly measured at right angles from Sta. 112+43± of said base line; thence southerly along said last mentioned boundary of said existing highway 64± feet to the point of beginning; being 3078± Sq. Ft. or 0.117± acre more or less.

The above mentioned base line, as shown on the accompanying map, is a portion of the base line of the proposed improvement for the reconstruction of the Court Street, City of Watertown highway as shown on a map and plan on file in the office of the State Department of Transportation and described as follows: Beginning at angle point Sta. 111+02.32; thence N 18° 20' 54.4" E to angle point Sta. 112+49.10.

All bearings referred to True North.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THE PROJECT AND THE ACQUISITION THEREOF IS RECOMMENDED.

Date July 22, 1991

James F. Carrigan
JAMES F. CARRIGAN, P.E.
REGIONAL DIRECTOR OF TRANSPORTATION
REGION NO. 7



I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

Date July 18, 1991

Michael W. Battista
MICHAEL W. BATTISTA, LAND SURVEYOR
L.S. LICENSE NO. 49744

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
COURT STREET, CITY OF WATERTOWN
JEFFERSON COUNTY

Map No. 3
Parcel No. 4

Total Area = 3239± Sq. Ft.
or 0.120± Acre

ROBERT C. MASON
(Reputed Owner)

Description and map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 and Section 349-C of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America, in or to said property.

Pursuant to statutes set forth above and the authority delegated to me by official order of the Commissioner of Transportation, the above description and map are hereby officially approved, and said description and the original tracing of this map are hereby officially filed in the office of the Department of Transportation.

Date February 24, 1992

R. J. Morris
R. J. Morris, Director, Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the Department of Transportation and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

"Unauthorized alteration or addition to a survey map bearing a licensed surveyors seal is a violation of Section 7209 Subdivision 2, of the

OK

44,776

COURT STREET, CITY OF WATERTOWN

JEFFERSON

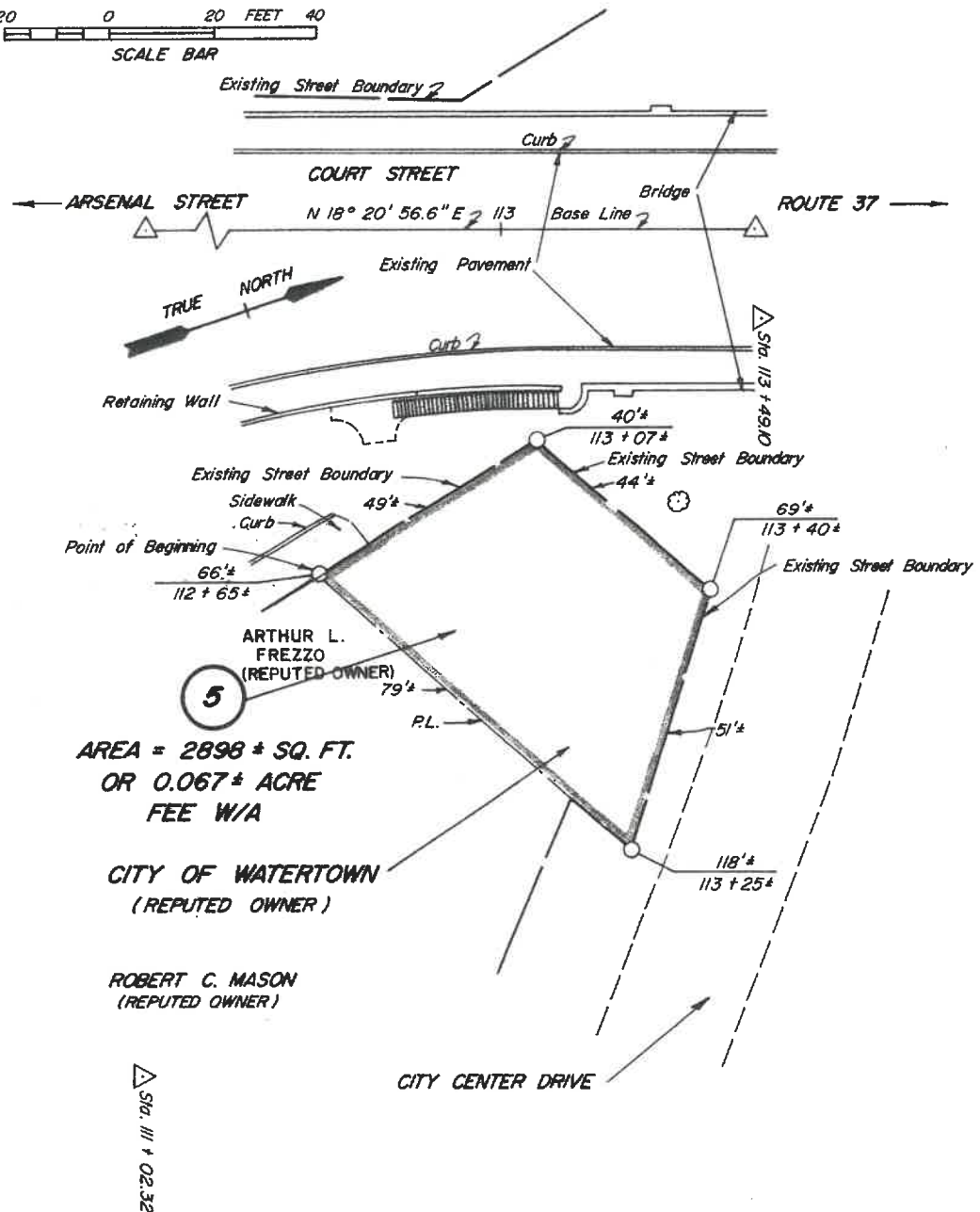
MAP NO. 6
PARCEL NO. 5
COUNTY

SHEET 1 of 2 SHEETS

Survey notes on file at New York State Department of Transportation, Regional Office No. 7
located at Watertown, New York

TRN 6
CC L 947 P 153

City of Watertown
(Reputed Owner)



Continued on Sheet No. 2

All that piece or parcel of property hereinafter designated as Parcel No. 5 situate in the City of Watertown, County of Jefferson, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 5

Beginning at a point on the easterly boundary of the existing Court Street, City of Watertown highway at the intersection of the said boundary with the division line between the property of City of Watertown (reputed owner) on the northwest, and the property of ARTHUR L. FREZZO (reputed owner) on the southeast, said point being 66± feet distant easterly measured at right angles from Sta. 112+65± of the hereinafter referenced base line for the reconstruction of the Court Street, City of Watertown highway; thence northeasterly along said division line 79± feet to a point on the southwesterly boundary of an intersecting street (City Center Drive), said point being 118± feet distant easterly, measured at right angles from Sta. 113+25± of said base line; thence northwesterly along the said last mentioned boundary 51± feet to its intersection with the easterly boundary of said existing highway, said point being 69± feet distant easterly, measured at right angles from Sta. 113+40± of said base line; thence along said last mentioned boundary, the following two (2) courses and distances: (1) southwesterly 44± feet to a point, said point being 40± feet distant westerly, measured at right angles from Sta. 113+07± of said base line; and (2) southerly 49± feet to the point of beginning; being 2898± Sq. Ft. or 0.067± acre more or less.

The above mentioned base line, as shown on the accompanying map, is a portion of the base line of the proposed improvement for the reconstruction of the Court Street, City of Watertown highway as shown on a map and plan on file in the office of the State Department of Transportation and described as follows: Beginning at angle point Sta. 111+02.32; thence N 18° 20' 56.6" E to angle point Sta. 113+49.10.

All bearings referred to True North.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THE PROJECT AND THE ACQUISITION THEREOF IS RECOMMENDED.

Date July 14, 1991

James F. Carrigan
JAMES F. CARRIGAN, P.E.
REGIONAL DIRECTOR OF TRANSPORTATION
REGION NO. 7



I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

Date JULY 15, 1991

Michael W. Battista
MICHAEL W. BATTISTA, LAND SURVEYOR
L.S. LICENSE NO. 49744

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
COURT STREET, CITY OF WATERTOWN
JEFFERSON COUNTY

Map No. 4
Parcel No. 5

Total Area = 2898± Sq. Ft.
or 0.067± Acre

CITY OF WATERTOWN
(Reputed Owner)

Description and map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 and Section 349-C of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America, in or to said property.

Pursuant to statutes set forth above and the authority delegated to me by official order of the Commissioner of Transportation, the above description and map are hereby officially approved, and said description and the original tracing of this map are hereby officially filed in the office of the Department of Transportation.

Date February 24, 1992

Richard J. Morris
R. J. Morris, Director, Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the Department of Transportation and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

Real Estate Division

"Unauthorized alteration or addition to a survey map bearing a licensed surveyor's seal is a violation of Section 7209 Subdivision 2, of the New York State Education Law."

44,782

COURT STREET, CITY OF WATERTOWN

JEFFERSON

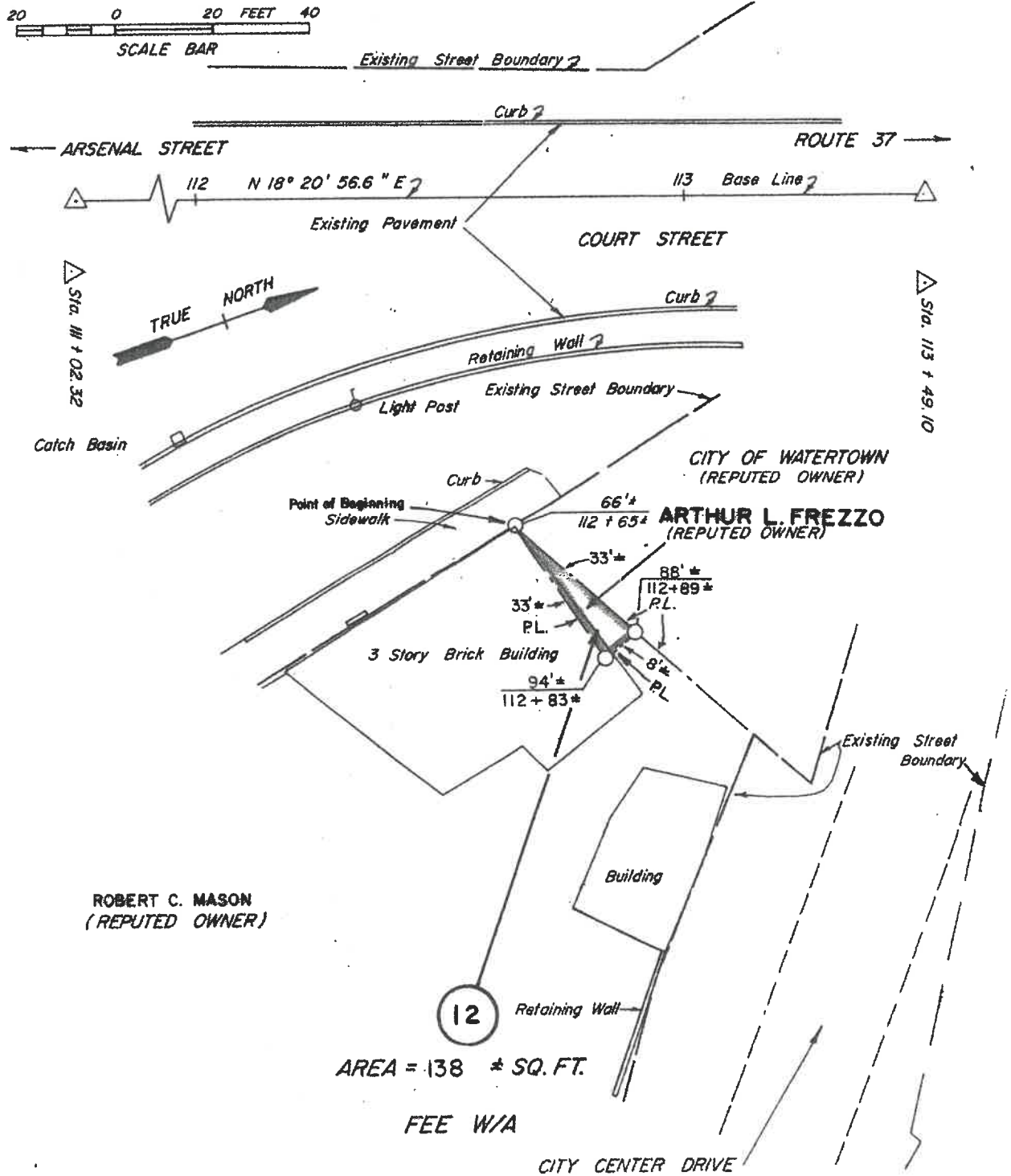
MAP NO. 1
PARCEL NO. 12
COUNTY

SHEET 1. of 2 SHEETS

Survey notes on file at New York State Department of Transportation, Regional Office No. 7
located at Watertown, New York

TAN
CC L. 1170 P. 252

ARTHUR L. FREZZO
(Reputed Owner)



Continued on Sheet No. 2

All that piece or parcel of property hereinafter designated as Parcel No. 12 situate in the City of Watertown, County of Jefferson, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 12

Beginning at a point on the easterly boundary of the existing Court Street, City of Watertown highway at the intersection of the said boundary with the division line between the property of Arthur L. Frezzo (reputed owner) on the north, and the property of Robert C. Mason (reputed owner) on the south, said point being 66± feet distant easterly measured at right angles from Sta. 112+65± of the hereinafter referenced base line for the reconstruction of the Court Street, City of Watertown highway; thence easterly along said division line 33± feet to an angle point, said point being 94± feet distant easterly, measured at right angles from Sta. 112+83± of said base line; thence northerly along said division line 8± feet to a point on the division line between the property of Arthur L. Frezzo (reputed owner) on the south, and the property of City of Watertown (reputed owner) on the north, said point being 88± feet distant easterly measured at right angles from Sta. 112+89± of the said base line; thence southwesterly along said last mentioned division line 33± feet to the point of beginning; being 138± Sq. Ft. more or less.

The above mentioned base line, as shown on the accompanying map, is a portion of the base line of the proposed improvement for the reconstruction of the Court Street, City of Watertown highway as shown on a map and plan on file in the office of the State Department of Transportation and described as follows: Beginning at angle point Sta. 111+02.32; thence N 18° 20' 56.6" E to angle point Sta. 113+49.10.

All bearings referred to True North.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THE PROJECT AND THE ACQUISITION THEREOF IS RECOMMENDED.

Date July 22, 1991

James F. Carrigan
JAMES F. CARRIGAN, P.E.
REGIONAL DIRECTOR OF TRANSPORTATION
REGION NO. 7



I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

Date July 18, 1991

Michael W. Battista
MICHAEL W. BATTISTA, LAND SURVEYOR
L.S. LICENSE NO. 49744

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
COURT STREET, CITY OF WATERTOWN
JEFFERSON COUNTY

Map No. 10
Parcel No. 12

Total Area = 138± Sq. Ft.

ARTHUR L. FREZZO
(Reputed Owner)

Description and map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 and Section 349-C of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America, in or to said property.

Pursuant to statutes set forth above and the authority delegated to me by official order of the Commissioner of Transportation, the above description and map are hereby officially approved, and said description and the original tracing of this map are hereby officially filed in the office of the Department of Transportation.

Date February 24, 1992

R. J. Morris
R. J. MORRIS, Director, Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the Department of Transportation and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

Real Estate Division

"Unauthorized alteration or addition to a survey map bearing a licensed surveyors seal is a violation of Section 7209 Subdivision 2, of the New York State Education Law."

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order #2 with Northern Tier Contracting, Inc. for the 2022 Fire Stations Upgrades to Stations 1, 2, and 3 Project

At the July 17, 2023, meeting, City Council accepted the bid of \$234,400 from Northern Tier Contracting, Inc. for the 2022 Fire Stations Upgrades to Stations 1, 2, and 3 Project.

Change Order #1 for \$10,161.20 was approved on November 6, 2023.

Northern Tier Contracting has now submitted Change Order # 2 in the amount of \$15,215.51 for additional asbestos abatement. Asbestos-containing floor mastic was found in the dorm room on the 2nd floor of Fire Station #1 on Massey Street. This will bring the construction cost to \$259,776.71.

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

RESOLUTION

Page 1 of 1

Approving Change Order #2 with Northern Tier Contracting, Inc. for the 2022 Fire Stations Upgrades to Stations 1, 2, and 3 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 accepted the bid of \$234,400.00 from Northern Tier Contracting, Inc. for the 2022 Fire Stations Upgrades to Stations 1, 2, and 3 Project on July 17, 2023, and

WHEREAS Change Order #1 was approved on November 6, 2023 for \$10,161.20, and

WHEREAS the City Engineering Department has received Change Order #2 for \$15,215.51 due to the need for additional asbestos abatement, and

WHEREAS City Engineering has reviewed the proposed Change Order and is recommending that the City Council accept the Change Order,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order #2, bringing the total contract amount to \$259,776.71, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the Change Order on behalf of the City Council.

Seconded by

Change Order

No. #2

Date of Issuance: 11-27-2023

Effective Date: 11-27-2023

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:

ADDITIONAL COST FOR ABATMENT OF FLOOR MASTIC FOUND IN DORM ROOM ALONG EXISTING LOCKERS.

Attachments: (List documents supporting change):

QUOTES FROM SUB ABATMENT CONTRACTOR AND TESTING SUBCONTRACTOR.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 234,400.00

[Increase] from previously approved Change Orders
No. 1 to No. 2:

Contract Price prior to this Change Order:

\$ 244,581.20

[Increase] of this Change Order:

\$ 15,215.51

Contract Price incorporating this Change Order:

\$ 259,776.71

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☒ Working days ☐ Calendar days

Substantial completion (days or date): Please add 30 days

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders
No. 1 to No. 2:

Substantial completion (days): 30Days

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): 125 DAYS

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 30 DAYS

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): 170 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:

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.

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 #6

Job Number: 23080

Date: 11/22/2023

To:

23080 Watertown Fire Departments Renovation

Description

ABATMENT OF MASTIC @ MASSEY STREET LOCATION

Reference	Description	Quantity	UOM	Unit Price	Extended Price
Life Safety Requirements					
50.08	LIFE SAFETY	0.2500	%	152.1542	38.04
Life Safety Requirements Total:					38.04
Performance Bond					
50.06	BOND	1.4500	%	149.9804	217.47
Performance Bond Total:					217.47
Asbestos Remediation					
	TESTING "SUB"	1.0000	LS	3,650.0000	3,650.00
1	ABATEMENT "SUB"	1.0000	LS	9,950.0000	9,950.00
Asbestos Remediation Total:					13,600.00
Change Orders					
50.03	SUB MARKUP	10.0000	%	136.0000	1,360.00
Change Orders Total:					1,360.00

Proposal Total: 15,215.51

Acceptance

Accepted by: _____

Title: _____

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

November 22, 2023

Northern Tier Contracting, Inc.
329A Scotch Settlement Road
Gouverneur, New York 13642
Attn: Mr. Todd Kiechle

**Re: CITY OF WATERTOWN – EMMA FLOWER TAYLOR FIRE STATION
ASBESTOS MASTIC 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, abatement of mastic and glue (approx. 132 SF) from 2nd floor bunk and locker room per Paradigm Environmental Revised Limited Asbestos Survey dated November 21, 2023. This proposal does not include any removal under the lockers in the work area as discussed during the site visit.
- **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 2-3 days pending clearance air sampling 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.



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Environmental Remediation and Construction Services

November 22, 2023

**Re: CITY OF WATERTOWN – EMMA FLOWER TAYLOR FIRE STATION
ASBESTOS MASTIC 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.

AAC Contracting, LLC dba Genesee Environmental



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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

November 22, 2023

**Re: CITY OF WATERTOWN – EMMA FLOWER TAYLOR FIRE STATION
ASBESTOS MASTIC 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	\$ 9,950.00	2-3 Day
Asbestos Abatement Total	\$ 9,950.00	2-3 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:	_____

AAC Contracting, LLC dba Genesee Environmental



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175 Humboldt Street – Suite 200
Rochester, New York 14610
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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.

PARADIGM

ENVIRONMENTAL SERVICES

November 21, 2023

Frederic Damon
Civil Engineer I
City of Watertown
245 Washington St,
Watertown, New York 13601
fdamon@watertown-ny.gov

Re: Asbestos Project Monitoring & Site-Specific Variance at the Emma Flower Taylor Fire Station located at 224 South Massey Street, Watertown, New York 13601

Dear Mr. Damon:

Paradigm Environmental LLC. proposes air sampling and laboratory analysis for an asbestos abatement project located at **the above referenced location**. Paradigm's estimate is based upon five (5) days of project monitoring and air sampling. Paradigm will be required to perform daily and final air sampling based on the type and size of project.

Paradigm Environmental LLC hereby proposes to furnish all labor, supplies, materials, and equipment incidental to environmental consulting as required by and in strict accordance with all Federal, State, and Local regulations.

SCOPE OF WORK

Work in this contract is to include the following services:

- Site-specific variance to fulfill the requirements of New York State Department of Labor (NYSDOL) Asbestos Industrial Code Rule 56, 12NYCRR 56. (As needed basis only).
- Air sampling and laboratory analysis to fulfill the requirements of New York State Department of Labor (NYSDOL) Asbestos Industrial Code Rule 56, 12NYCRR 56.
- All air samples collected during the project will be analyzed by Paradigm Environmental, a NYSDOH/ELAP certified laboratory.
- Air sampling activities will be coordinated with the Contractor's schedule of abatement work.
- All air monitoring will be performed utilizing PCM cassettes.
- Air sampling results generated by Paradigm Environmental will be available to the Contractor and Owner for information and consideration within twenty-four hours after the completion of the sampling.
- Final air clearance sampling and analysis will be performed by Phase Contrast Microscopy (PCM) in accordance with Industrial Code Rule 56, Subparagraph 56-17.4 (d) upon conclusion of the asbestos abatement project. This air sampling monitoring will be conducted to establish that the Contractor has met the clearance criteria for airborne asbestos fibers.

PARADIGM

ENVIRONMENTAL SERVICES

REPORTING

A complete record certified by Paradigm Environmental LLC. of all air sampling tests and results will be furnished to the Owner and Contractor within the following timeline:

- Sample Analysis – *24 Hours from last date of sampling*
- Final Air Monitoring Report – *Additional 6 Business Days*

PROJECT BUDGET

Paradigm's estimates to complete the air monitoring for this project is based upon the reported scope of work. Our breakdown is as follows:

	Quantity	Rate \$	Total \$
NYSDOL Project Monitor Daily Rate-Air Samples Included	5	\$700.00	\$3,500.00
NYSDOL Site-Specific Variance (As needed)	0	\$1,500.00	\$0.00
Final Report Generation	1	\$150.00	\$150.00
Estimated Total			\$3,650.00

The proposal is based on an 8-hour work shift. This proposal for air monitoring is an estimate based on standard abatement contractor's projections for the type of set-up and overall schedule. Actual on-site activities by the abatement contractor typically vary from initial projections. Daily rates include labor, air samples & freight. The final bill will only reflect the work we are required by code to perform, to address the actual contractor activities.

Paradigm appreciates this opportunity to provide you with our professional services. If you have any questions, please feel free to contact our office at (315) 455-2714.

Sincerely,



Cedrick Kitto
Paradigm Environmental, LLC
315.771.4768

Client Approval:

Approved By

Date



PARADIGM

6950 East Genesee Street
Fayetteville, New York 13066
315.455.2714 (phone)
315.455.3022 (fax)

CHAIN OF CUSTODY FOR BULK ASBESTOS ANALYSIS

☐ 179 Lake Avenue, Rochester, New York 14608 Office: 585-647-2530
☐ 1430-B Millersport Highway, Williamsville NY 14221 Office: 716-775-5777
☒ 6950 East Genesee Street, Fayetteville, New York 13066 Office: 315-455-2714

Client:	Contact:
City of Watertown	Fred Damon
Phone Number:	Email Address for Data:
	fdamon@watertown-ny.gov
Results To: kdavis@paradigmenvllc.com kjoyce@paradigmenvllc.com	Turn Around Time:
	1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input type="checkbox"/> Other <input type="checkbox"/>
Date Sampled: 11/16/2023	Paradigm Project Number:
Project Location:	
Emma Flower Taylor Fire Station - 224 South Massey Street, Watertown, NY	

OFFICE USE ONLY

Lab Job #: 3792235
Page 1 of 1
Date Logged In: 11/17
Logged In By: ✓

	Client ID	*S	Lab ID	Sampling Location	Color	Type of Material	Material (SF/LF)
1	1A		37640	2nd Floor Bunk Area	Black	Mastic	
2	1B		41	2nd Floor Bunk Area	Black	Mastic	
3							
4							
5							
6							
7							
8							
9							
10							

Sampled By:	Date:
Cedrick Kitto	11/16/2023
Transported to Paradigm By:	Date:
Cedrick Kitto	11/16/2023
Received By & Relinquished By:	Date:
<i>[Signature]</i>	11/17/23 TS1
Received By:	Date:

All samples will be analyzed by the appropriate New York State Department of Health methods (198.1, 198.4 and 198.6) unless EPA 600/M4/82/020 per 40 CFR 763 and/or EPA 600/R-93/116 methods are requested.

Analytical Comments:

TOTAL NUMBER OF SAMPLES ON ALL CHAINS OF CUSTODY:

2



PLM & TEM BULK ASBESTOS ANALYSIS REPORT
via NYSDOH ELAP Method 198.1, 198.4 and 198.6

Client: City of Watertown
Location: Emma Flower Taylor Fire Station
224 South Massey Street, Watertown, New York 13601
Sample Date: 11/16/2023

Job No: 3792-23S
Page: 1 of 1

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	Non- Fibrous Matrix Material %
1A	32640	2nd Floor Bunk Area	Black Mastic	Chrysotile 4.6%	4.6%	✓	Not Required	N/A	None Detected	95.4%
1B	32641	2nd Floor Bunk Area	Black Mastic	STOP	POSITIVE	X	SAMPLE	NOT	ANALYZED	N/A

KEY TO NOB COLUMN SYMBOLS

No Symbol in the NOB column denotes sample analyzed by ELAP Method 198.1 (PLM).
 ✓ NOB (non-friable organically bound) denotes material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 ∇ denotes material analyzed by ELAP Method 198.6 (PLM) per NYSDOH. This Method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
 # denotes friable material analyzed by ELAP Method 198.6 (PLM) and 198.4 (TEM) as noted.
 X denotes sample prepped only by ELAP Method 198.6.
 ** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.
 Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Bulk Asbestos Analysis by New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.") per EPA 600/M-4-82-020 per 40 CFR 763 (NVLAP Lab Code 200530-0).

ELAP 11555 (Fayetteville) 198.1

Microscope: N/A
PLM Analyst: N/A
Date of Analysis: N/A

ELAP 10958 (Rochester)

Microscope: Olympus BH-2 #211874
TEM Analyst: T. Bush
Date of Analysis: 11/20/2023

ELAP 10958 (Rochester)

Microscope: N/A
TEM Analyst: N/A
Date of Analysis: N/A



Rochester Lab Code 200530-0 for PLM Analysis

Laboratory Results Approved By:
Asbestos Technical Director or Designee

Kathleen Joyce

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To: The Honorable Mayor and City Council

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

Subject: Approving Change Order # 3 for the DRI Streetscape Design Improvements Project, CCI Companies, Inc.

At the June 6, 2022, meeting, City Council approved the bid for the Downtown Revitalization Initiative (DRI) Watertown Streetscape Design Improvements Project to CCI Companies, Inc. in the amount of **\$3,647,704.75**.

CCI Companies, Inc. has previously submitted, and the City Council has previously approved, Change Orders 1 and 2 in the respective amounts of \$20,612.42 and \$111,959.49. These previous change orders were to pay for resurfacing the vault in front of the Brighton Building on Court Street and milling and paving the segment of Court Street between Arch and Massey Streets as well as substituting a stamped asphalt product on all three project footprints (Court, Washington, and Franklin Streets).

At the request of the City Council, CCI Companies, Inc. has now submitted Change Order No. 3 in the amount of **\$80,389.96** to pay for removing two concrete planters and curb line already installed at the southwest corner of Washington and Stone Streets and construct the redesigned corner. Change Order No. 3 will bring the construction cost to **\$3,860,666.62**.

At its September 5, 2023 meeting, the City Council adopted a resolution amending the design agreement with Barton & Loguidice for the project authorizing Barton & Loguidice to redesign this corner to eliminate the aforementioned concrete planters and reorienting the curb line to replace a single parallel ADA parking space with two angled ADA spaces. Barton & Loguidice submitted the stamped drawings to CCI Companies, Inc. and the City on September 21, 2023.

On October 10, 2023, CCI Companies, Inc. submitted an initial change order in the amount of \$91,939.96 to the City to construct the requested work, as designed in the revised plans that Barton & Loguidice prepared. Staff and CCI subsequently discussed this price and mutually worked to reduce the price to \$80,389.96. To achieve the lower price, Staff proposed that City crews from the Department of Public Works complete striping work and CCI re-engaged a subcontractor regarding its quoted price. CCI formally submitted the revised change order on November 22, 2023.

The attached resolution approves Change Order No. 3 as submitted. A copy of both the change order and the revised stamped plans are attached for City Council review.

RESOLUTION

Page 1 of 1

Approving Change Order #3 for the DRI Streetscape Design Improvements Project, CCI Companies, Inc.

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 #3 for the Downtown Revitalization (DRI) Streetscape Design Improvements Project from CCI Companies, Inc., and

WHEREAS CCI Companies, Inc.'s original contract price at the time of award was \$3,647,704.75, and

WHEREAS the City Council has previously approved two change orders to the original contract in the amounts of \$20,612.42 and \$111,959.49, and

WHEREAS the City Council recently directed Planning and Engineering Staff to implement a new design for the southwest corner of Washington and Stone Streets, and

WHEREAS Barton & Loguidice, at the Council's direction, has prepared stamped plans for the desired redesign, and

WHEREAS CCI Companies, Inc. has prepared a change order for City Council consideration in the amount of **\$80,389.96** to construct the redesigned southwest corner of Washington and Stone Streets, per Barton & Loguidice's stamped plans,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts Change Order #3 in the amount of **\$80,389.96**, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council accepts the revised Contract Agreement total sum in the amount of **\$3,860,666.62**, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the revised Contract Agreement with CCI Companies, Inc.

Seconded by

Change Order

No. 3

Date of Issuance: 11/28/2023

Effective Date: 12/04/2023

Project: Watertown Streetscape Design Improvements	Owner: City of Watertown	Owner's Contract No.:
Contract: Watertown Streetscape Design Improvements		Date of Contract: 7/11/2022
Contractor: CCI Companies, Inc.		Engineer's Project No.:

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

Description: The Watertown Streetscape Design Improvements Project requires additional Labor and Material for removing the planters in front of Key Bank at 200 Washington St. and constructing a newly approved design.

Attachments: (List documents supporting change):

Attached Quote from CCI Companies, Inc.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 3,647,704.75

[Increase] from previously approved Change Orders
No. 2 to No. 3:

Contract Price prior to this Change Order:

\$ 3,780,276.66

[Increase] of this Change Order:

\$ 80,389.96

Contract Price incorporating this Change Order:

\$ 3,860,666.62

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders
No. 2 to No. 3:

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] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

Approved by Funding Agency (if applicable):

Date:

Agreed Price Worksheet - Prime Contractor

Contract: street Item No.: _____ Quantity: 1.00 Units: lsItem Description: Key Bank redesign (to remove and replace with redesign provided)☒ Insurance Based on Payroll ☐ Insurance Based on Total Sales**NOTE: Please remove Insurance Rate from Section (F) before changing the selection above****(A) LABOR**

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Op A	40.00	\$ 51.30	\$ 2,052.00	40.00	\$ 31.35	\$ 1,254.00
Labor B	80.00	\$ 31.27	\$ 2,501.60	80.00	\$ 28.05	\$ 2,244.00
Labor B	60.00	\$ 31.27	\$ 1,876.20	60.00	\$ 28.05	\$ 1,683.00
Labor B	40.00	\$ 31.27	\$ 1,250.80	40.00	\$ 28.05	\$ 1,122.00
Foreman	80.00	\$ 51.30	\$ 4,104.00	80.00	\$ 31.35	\$ 2,508.00
Team	40.00	\$ 28.59	\$ 1,143.60	40.00	\$ 23.39	\$ 935.60
Wages			\$12,928.20	Fringes		\$ 9,746.60

If Fringes are paid directly to employee
via cash or check, Enter value here:

\$ 0.00

Worker's Compensation Rate (%):

10.79 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to
validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:

\$22,674.80

Workers Compensation:

\$ 1,394.95

Standard Labor Markup:

\$ 1,616.03

Fringe Benefit Markup:

\$ 0.00

Labor Total:

\$25,685.78

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
misc materials	ls	1.00	\$500.00	\$500.00	subbase	ton	22.00	\$20.00	\$440.00
concrete	cy	8.00	\$200.00	\$1,600.00					
binder	ton	20.00	\$90.00	\$1,800.00					
top	ton	20.00	\$100.00	\$2,000.00					
Materials Total:									\$6,340.00

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Cat 308	30.00	\$100.05	\$3,001.50	Roller	10.00	\$143.04	\$1,430.40
Pickup	80.00	\$42.76	\$3,420.80	Lowboy Tractor	20.00	\$98.67	\$1,973.40
Dumptruck	30.00	\$110.17	\$3,305.10	Lowboy Trailer	20.00	\$28.33	\$566.60
Air Compressor	20.00	\$40.86	\$817.20	Hoe ram	10.00	\$28.08	\$280.80
Equipment Total:							\$14,795.80

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Striping	0	\$ 0.00	\$ 0.00	sign mob	1	\$ 2,000.00	\$ 2,000.00
harbor roads (stamp)	1	\$ 20,000.00	\$ 20,000.00				
Services Total:							\$22,000.00

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 46,821.58	20.00
Services:	\$ 22,000.00	5.00
		\$ 9,364.32
		\$ 1,100.00

Overhead & Profit Total: \$10,464.32

(F) INSURANCE

Insurance Rate %

8.54

Wages + any Fringes Paid in Cash

\$12,928.20

Insurance Total:

\$ 1,104.07

Item Total:

\$ 80,389.96

Unit Price:

\$ 80,389.96 per ls

Contractor's Rep Name

Signature

Date

Engineer-in-Charge's Name

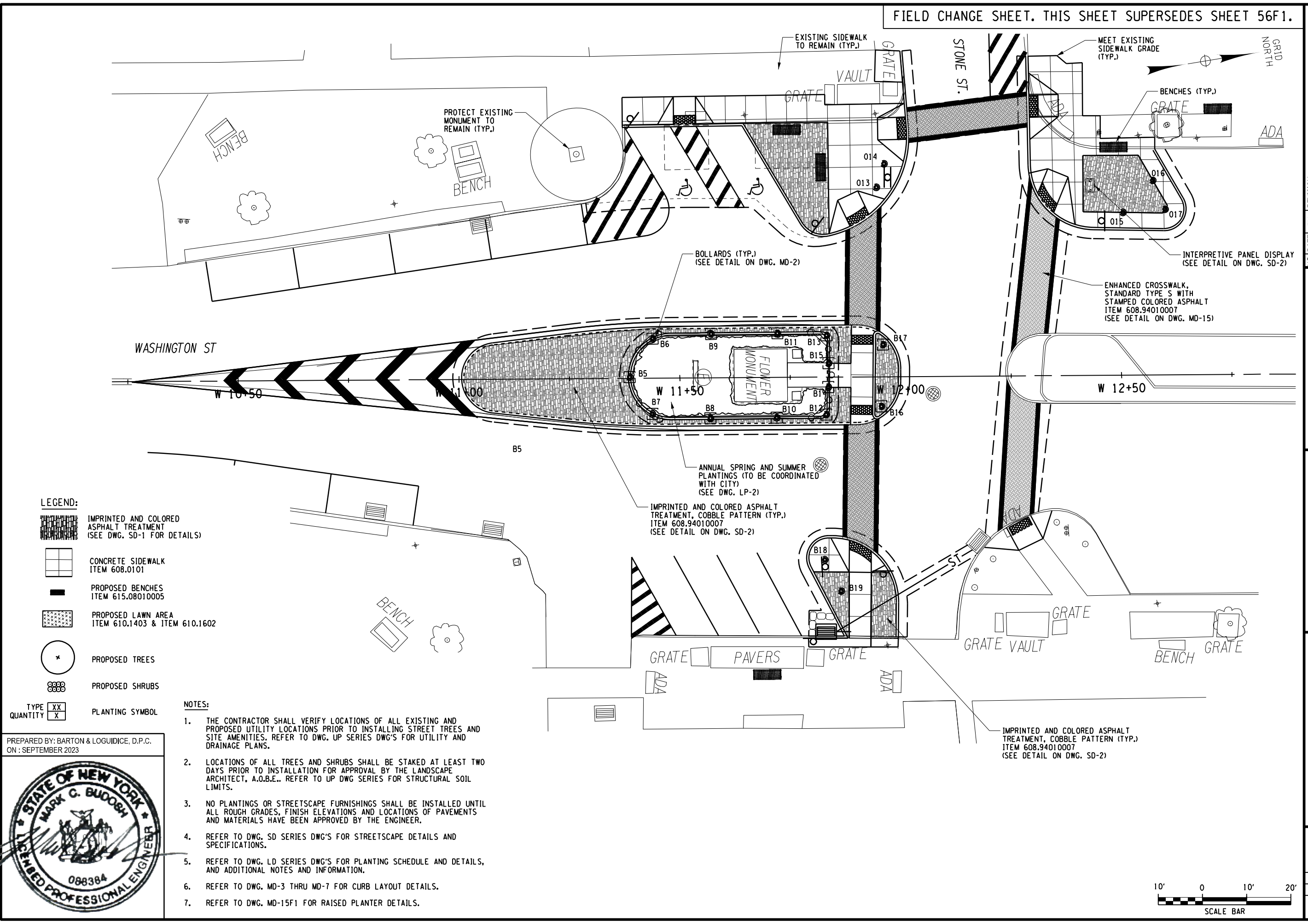
Signature

Date

P:\microstation\entleg v8\workspace\plot\NYSDOT-SIZE B-XEROX.TBL
it:\microstation\entleg v8\workspace\plot\NYSDOT-SIZE B-XEROX.TBL

FILE NAME = I:\Projects\300\377 - City of Watertown\377\011 - Watertown DRI\Field Change Sheets\377\011.cph.sp.6.FC2.dgn
DATE = 9/21/2023
TIME = 11:44:31 AM

IN CHARGE OF MCB DESIGN BY ETC/JBN CHECKED BY MCB/ASK ESTIMATED BY ETC CHECKED BY ASK DRAFTED BY ETC CHECKED BY ASK



FIELD CHANGE SHEET. THIS SHEET SUPERSEDES SHEET 56F1.

LEGEND:

- IMPRINTED AND COLORED ASPHALT TREATMENT (SEE DWG. SD-1 FOR DETAILS)
- CONCRETE SIDEWALK ITEM 608.0101
- PROPOSED BENCHES ITEM 615.08010005
- PROPOSED LAWN AREA ITEM 610.1403 & ITEM 610.1602
- PROPOSED TREES
- PROPOSED SHRUBS
- PLANTING SYMBOL

NOTES:

- THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING AND PROPOSED UTILITY LOCATIONS PRIOR TO INSTALLING STREET TREES AND SITE AMENITIES. REFER TO DWG. UP SERIES DWG'S FOR UTILITY AND DRAINAGE PLANS.
- LOCATIONS OF ALL TREES AND SHRUBS SHALL BE STAKED AT LEAST TWO DAYS PRIOR TO INSTALLATION FOR APPROVAL BY THE LANDSCAPE ARCHITECT, A.O.B.E.. REFER TO UP DWG SERIES FOR STRUCTURAL SOIL LIMITS.
- NO PLANTINGS OR STREETSCAPE FURNISHINGS SHALL BE INSTALLED UNTIL ALL ROUGH GRADES, FINISH ELEVATIONS AND LOCATIONS OF PAVEMENTS AND MATERIALS HAVE BEEN APPROVED BY THE ENGINEER.
- REFER TO DWG. SD SERIES DWG'S FOR STREETSCAPE DETAILS AND SPECIFICATIONS.
- REFER TO DWG. LD SERIES DWG'S FOR PLANTING SCHEDULE AND DETAILS, AND ADDITIONAL NOTES AND INFORMATION.
- REFER TO DWG. MD-3 THRU MD-7 FOR CURB LAYOUT DETAILS.
- REFER TO DWG. MD-15F1 FOR RAISED PLANTER DETAILS.

PREPARED BY: BARTON & LOGUIDICE, D.P.C.
ON : SEPTEMBER 2023



56F2
79

NO.	DATE	BY	REVISION
1	6/23	ETC	ADDED PLANTER WALL
2	9/23	BRS	REVISIONS TO SOUTHWEST QUADRANT

WATERTOWN STREETSCAPE DESIGN IMPROVEMENTS

CITY OF WATERTOWN

JEFFERSON COUNTY

STREETSCAPE PLAN

SCALE: AS SHOWN

DATE ISSUED: 09/2023

DRAWING SP-6F2

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 with Hyde-Stone Mechanical Contractors, Inc. for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #3 - Plumbing

At the June 05, 2023 meeting, City Council approved the bid for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #3 – Plumbing from Hyde-Stone Mechanical Contractors in the amount of \$199,077.00.

Hyde-Stone Mechanical Contractors has now submitted Change Order No. 1 in the amount of \$36,873.00 more for replacing the 6-inch water service to the pool and bathhouse, bringing the total plumbing contract to \$235,950.00. The existing service was found to be too deteriorated to connect to.

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

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 with
Hyde-Stone Mechanical Contractors, Inc.
for the William J. Flynn Municipal Swimming
Pool Rehabilitation Contract #3 – Plumbing

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 Hyde-Stone Mechanical Contractors, Inc. in the amount of \$199,077.00 for the William J. Flynn Municipal Swimming Pool Rehabilitation Contract #3 – Plumbing, and

WHEREAS the 6-inch Water Service for the Bathhouse and Pool is damaged and in need of replacement, and

WHEREAS Hyde-Stone has offered to replace this service with a new one and plug and cap the original service, and

WHEREAS Hyde-Stone Mechanical Contractors, Inc. has now submitted Change Order No. 1 in the amount of \$36,873.00 for the water service work,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 from Hyde-Stone Mechanical Contractors, Inc. in the amount of \$36,873.00, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$235,950.00, 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**

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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.

Change Order

No. 1

Date of Issuance: 12/04/2023

Effective Date: 12/05/2023

Project: William J. Flynn Municipal Swimming Pool
Rehabilitation - Contract #3 Plumbing

Owner:

Owner's Contract No.:

Contract:

Date of Contract:

Contractor: Hyde-Stone Mechanical Contractors, Inc.

Engineer's Project No.:

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

Description: The Water Service for the Flynn Pool and Bathhouse is damaged and needs replacement. This Change Order will have a new 8" water service installed, connected, and have the old one plugged.

Attachments: (List documents supporting change): Proposal from Hyde Stone

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 199,077.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ 0.00

Contract Price prior to this Change Order:

\$ 199,077.00

[Increase] [Decrease] of this Change Order:

\$ 36,873.00

Contract Price incorporating this Change Order:

\$ 235,950.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] 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] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]

Engineer (Authorized Signature)

Date: 11/28/23

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 11/28/23

Approved by Funding Agency (if applicable):

Date: _____

EJCDC No. C-941 (2002 Edition)

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.



22962 Murrock Circle, Watertown, New York 13601
Telephone (315) 788-1300 FAX (315) 788-9646

November 21, 2023

ATTN: Patrick Currier
C & S Companies
Watertown, NY 13601

RE: Flynn Pool – New Water Service

Dear Mr. Currier:

We are pleased to offer you the following quote for your consideration. The price includes:

- Provide new 6" water service into pump room.
- Core drill basement wall for new service location.
- Build new interior meter service with by-pass piping.
- Install owner provided meter.
- Re-route piping to accommodate new meter location to new plumbing distribution piping design.
- Remove old water service and cap/plug at floor.

LUMP SUM TOTAL.....\$36,873.00

NOTE: Old water service to the back of the building will be abandoned in place.

Please feel free to give me a call if you have any questions or need further information. Thank you for the opportunity to provide you with this quote.

Sincerely,
Hyde-Stone Mechanical Contractors, Inc.

David D. Schneider
Project Manager

BID RECAP SHEET

1/0/1900

Company: Hyde-Stone Mechanical
 Job Name: C:\FastEST-Local1.s\Jobs\FLynn Pool\NEW WATER SERVICE.job
 Bid Date November 21, 2023
 Bid: Base Bid

PLUMBING/PIPING SUMMARY					Plbg/Piping Labor			
	Materials	Hours	Rate	Labor \$	Total			
FASTPIPE Summary	\$13,689	30.5	\$98.75	\$3,013	\$16,702			
Pipe Equipment Total	\$0	w/Summary		\$0	\$0			
Pipe Fixtures Total	\$0	w/Summary		\$0	\$0			
Pipe Specialties Total	\$0	w/Summary		\$0	\$0			
Pipe Other Total	\$0	w/Summary		\$0	\$0			
Equipment	\$0	3.0	\$98.75	\$296	\$296			
Fixtures	\$0	0.0	\$98.75	\$0	\$0			
Other Costs	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
Sub Total	\$13,689	33.5		\$3,309	\$16,998			

SHEET METAL SUMMARY					Field Labor			
	Materials	Hours	Rate	Labor \$	Total			
FASTDUCT Summary	\$0	0.0	\$36.78	\$0	\$0			
Duct Equipment Total	\$0	w/Summary		\$0	\$0			
Duct AirDist Total	\$0	w/Summary		\$0	\$0			
Duct Specialties Total	\$0	w/Summary		\$0	\$0			
Duct Other Total	\$0	w/Summary		\$0	\$0			
HVAC Equipment	\$0	0.0	\$36.78	\$0	\$0			
Sheet Metal Equipment	\$0	0.0	\$36.78	\$0	\$0			
Other Costs	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
	\$0	0.0	\$0.00	\$0	\$0			
Sub Total	\$0	0.0		\$0	\$0			

MATERIALS SUMMARY					Cost	OH&P \$	Total	OH&P %
Plumbing/Piping Materials/Equipment					\$13,689	\$2,053	\$15,742	15.0 %
Sheet Metal Materials/Equipment					\$0	\$0	\$0	15.0 %
Rental Equipment					\$0	\$0	\$0	15.0 %
Warranty					\$0	\$0	\$0	15.0 %
Material Escalation					\$0	\$0	\$0	15.0 %
Freight					\$0	\$0	\$0	15.0 %
Sub Total					\$13,689	\$2,053	\$15,742	
Sales Tax				0.0	\$0	\$0	\$0	
MATERIALS TOTAL					\$13,689	\$2,053	\$15,742	15.0 %

LABOR SUMMARY					Hours	Rate	Cost	OH&P \$	Total	OH&P %
Plumbing/Piping Labor					33.5	\$98.75	\$3,309	\$496	\$3,806	15.0 %
Sheet Metal Shop Labor					0.0	\$0.00	\$0	\$0	\$0	15.0 %
Sheet Metal Field Labor					0.0	\$0.00	\$0	\$0	\$0	15.0 %
Sub Total							\$3,309	\$496	\$3,806	
Sales Tax				0.0 %			\$0	\$0	\$0	
LABOR TOTAL							\$3,309	\$496	\$3,806	15.0 %

SUBCONTRACTS SUMMARY					Cost	OH&P \$	Total	OH&P %
Including Sales Tax					\$13,990	\$2,099	\$16,089	15.0 %
Sales Tax				0.0	\$0	\$0	\$0	
SUBCONTRACTS TOTAL					\$13,990	\$2,099	\$16,089	15.0 %

SUB TOTAL less Sales Tax					Cost	OH&P \$	Total	OH&P %
					\$30,988	\$4,648	\$35,636	15.0 %
Sales Tax							\$0	
Bond			1.2 %				\$428	
QUOTED PRICE							\$36,064	

5094

JobName: C:\FastEST-Local1.sileJobs\FLynn Pool\NEW WATER SERVICE.job

JobName: C:\FastEST-Local1.sileJobs\FLynn Pool\NEW WATER SERVICE.job

[illegible]

SUBCONTRACTORS

Including Sales Tax

Company: **Hyde-Stone Mechanical**

JobName: **C:\FastEST-Local1.site\Jobs\FLynn Pool\NEW WATER SERVICE.job**

	Description	Total Price
1	Asbestos Abatement	
2	Chemical Treatment	
3	Concrete Cutting & Patching	
4	Core Drilling	
5	Demolition	
6	Electrical	
7	Equipment Setting	
8	Excavation	\$13,990
9	Fire Protection	
10	Firestopping	
11	Floor Repair	
12	General Construction	
13	Hoisting	
14	HVAC Piping	
15	Insulation	
16	Medical Gas Certification	
17	Outside Utilities	
18	Painting	
19	Plumbing	
20	Roof Repair	
21	Sheet Metal	
22	Structural Steel	
23	Temperature Controls	
24	Test & Balance	
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
	Totals	\$13,990

PipeDetail

Company: Hyde-Stone Mechanical
 JobName: C:\FastEST-Local1.site\Jobs\FLynn Pool\NEW WATER SERVICE.job
 Material Set: FastEST
 Labor Set: Commercial
 Run Date: 11/21/2023 14:30
 Sort Key: By Matl Group ☐ Subtotals



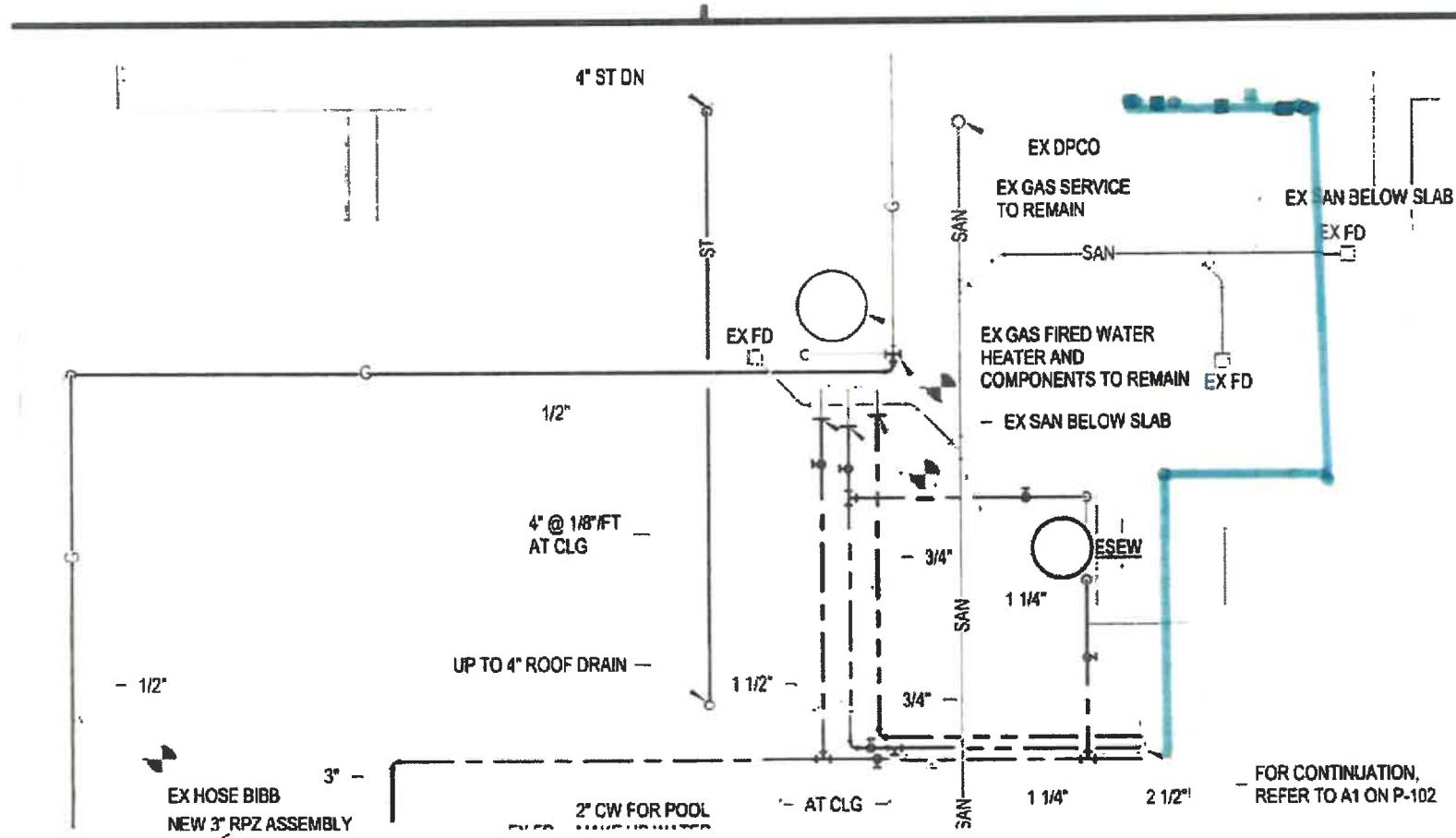
Matl Group	Qty	Size	Description	Wt	Unit Price	Matl Disc	Net Price	Net Total	Unit Hours	Adj Hours	Job Fact	Job Total
blin6	3	½	Plain Threaded Rod	0.0	\$ 4.53	0.44	\$ 1.99	\$ 5.98	0.02	0.1	0.65	0.0
bolts	8	¾ x 2 ¼	Hex Head Bolt w/ Nut	0.0	\$ 0.93	0.80	\$ 0.74	\$ 5.95	0.00	0.0	1.00	0.0
copfit	6	3	Wrot Copper 90 Ell	11.3	\$ 432.28	0.30	\$ 129.68	\$ 778.10	1.42	8.5	0.65	5.5
copfit	2	3	Wrot Copper Tee	5.5	\$ 779.04	0.30	\$ 233.71	\$ 467.42	2.12	4.2	0.65	2.8
copfit	1	3	Wrot Copper Coupling	1.0	\$ 229.40	0.30	\$ 68.82	\$ 68.82	1.41	1.4	0.65	0.9
copfit	2	3 x ¾	Wrot Copper Reducing Tee	3.4	\$ 654.66	0.30	\$ 196.40	\$ 392.80	1.80	3.6	0.65	2.3
copfit	8	3	125# Wrot Copper Flange	28.9	\$ 909.90	0.30	\$ 272.97	\$ 2,183.76	1.21	9.7	0.65	6.3
coptub	47	3	Type L Hard Copper Tube	156.6	\$ 73.46	0.45	\$ 33.06	\$ 1,554.66	0.11	5.2	0.65	3.4
fnwhgr	6	½	Hex Nuts	0.0	\$ 0.70	1.00	\$ 0.70	\$ 4.18	0.00	0.0	1.00	0.0
fnwhgr	6	½	Plain Washer	0.0	\$ 0.64	1.00	\$ 0.64	\$ 3.84	0.00	0.0	1.00	0.0
gasket	8	3 x 1/16	150# Gen Serv FF Gasket	0.0	\$ 1.04	1.00	\$ 1.04	\$ 8.32	0.00	0.0	1.00	0.0
hanger	3	5	Plain Standard Clevis Hanger	7.4	\$ 31.16	0.39	\$ 12.15	\$ 36.46	0.42	1.3	0.65	0.8
jmfgpi	47	3	CTS 1/2 in thick Fiberglass Insulation	0.0	\$ 4.02	1.00	\$ 4.02	\$ 189.06	0.05	2.4	0.65	1.5
jmpvcc	6	10	Zeston PVC Fitting Covers 90 Ell	0.0	\$ 3.33	1.00	\$ 3.33	\$ 19.98	0.14	0.8	0.65	0.5
jmpvcc	4	10	Zeston PVC Fitting Covers Tee	0.0	\$ 5.56	1.00	\$ 5.56	\$ 22.24	0.21	0.8	0.65	0.5
jmpvcc	8	10	Zeston PVC Fitting Covers Cone Reducer	0.0	\$ 15.00	Q	\$ 15.00	\$ 120.00	0.07	0.6	0.65	0.4
jmpvcc	3	10	Zeston PVC Fitting Covers Valve	0.0	\$ 15.00	Q	\$ 15.00	\$ 45.00	0.21	0.6	0.65	0.4
joint	2	¾	95/5 Solder Joints	0.0	\$ 0.48	1.00	\$ 0.48	\$ 0.96	0.00	0.0	1.00	0.0
joint	32	3	95/5 Solder Joints	1.4	\$ 1.96	1.00	\$ 1.96	\$ 62.72	0.00	0.0	1.00	0.0
joint	14	3	125# Flange Joints	0.0	\$ -	1.00	\$ -	\$ -	0.00	0.0	1.00	0.0
joint	13	3	1/2 in Thick Fiberglass Joint	0.0	\$ 0.34	1.00	\$ 0.34	\$ 4.42	0.00	0.0	1.00	0.0
joint	38	10	PVC Fitting Cover Joint	0.0	\$ 0.11	1.00	\$ 0.11	\$ 4.18	0.00	0.0	1.00	0.0
millim	3	3	2885A 125# Iron Fgd BB OS&Y Gate Valve	0.0	\$ 2,524.58	1.00	\$ 2,524.58	\$ 7,573.74	1.54	4.6	0.65	3.0
misc	3	½ x 2 x 8	Wood Insulation Insert	0.0	\$ 2.00	1.00	\$ 2.00	\$ 6.00	0.50	1.5	0.65	1.0
shield	3	5 x 12	Galv Insulation Prot Shield	4.4	\$ 49.91	0.39	\$ 19.46	\$ 58.39	0.17	0.5	0.65	0.3
shield	3	4 x 12	Galv Insulation Prot Shield	3.5	\$ 45.21	0.39	\$ 17.63	\$ 52.90	0.17	0.5	0.65	0.3
uppera	3	½	Plain Wide Jaw Top C-Clamp	1.5	\$ 17.97	0.35	\$ 6.29	\$ 18.87	0.21	0.6	0.65	0.4
				224.8				\$ 13,688.74		46.9		30.5

Plan: 0021^P-101 First Floor & Roof Plumbing New Work Plans.pdf

Company: Hyde-Stone Mechanical

Site: **FastEST-Local1.site**

Job: FastEST-Local1>>FLynn Pool\NEW WATER SERVICE (Provide new 6" water service)



North Country Contractors, LLC

23892 US RTE 11
Calcium, N.Y. 13616
Phone (315) 785-5649
Fax (315) 788-4134

November 21, 2023

Dave Snyder
Hyde-Stone Mechanical Contractors
22962 Murrock Circle
Watertown, NY 13601

Re: Water Main

Dave,

North Country Contractors, LLC would like to offer the following proposal:

- Furnish labor, equipment and material to install 6" water main into building and connect to existing water at William J. Flynn Memorial pool. Quote includes material and coring of concrete wall. Includes lawn restoration.

Price Quote: \$13,990.00

Proposal excludes:

- Permits or Fees
- Special Insurance or Bonding
- Dewatering
- Asphalt Restoration

Terms

- Price quote valid for 20 days
- Payment Due on Net 30 days

Sincerely,

Daryl P. Zubrzycki

Daryl Zubrzycki
Owner/Member
North Country Contractors, LLC

Approved: _____

Date: _____

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2023-24 General Fund Budget – Flynn Pool Funding

Included in tonight's agenda was a resolution to approve a change order with Hyde-Stone Mechanical Contractors for additional plumbing costs in the amount of \$36,873. Inclusive of this change order the project cost has increased by \$136,453. The initial project budget had a contingency amount of \$59,806. Accordingly, it is necessary for City Council to re-adopt the Fiscal Year 2023-24 General Fund budget to provide additional funds. The attached resolution adds \$100,000 from Fund Balance. This leaves \$23,353 in contingency for future change orders.

The projected total cost of the project is:

Design:

- Preliminary Engineering	\$ 13,850	
- Preliminary Engineering Update	\$ 4,300	
- Engineering Design	<u>\$ 287,400</u>	\$ 305,550

Construction Cost

- General Construction Contract	\$ 2,695,000	
o Change order #1 (bedrock) (8/21/23)	\$ 57,746	
o Change order #2 (asbestos) (11/6/23)	\$ 29,630	
- Mechanical Contract	\$ 112,532	
- Plumbing Contract	\$ 199,077	
o Change order #1 (pipes) (12/4/23)	\$ 36,873	
- Electrical Contract	\$ 361,935	
o Change order #1 (electrical panel) (10/2/23)	<u>\$ 12,204</u>	\$3,504,997

Construction Administration	\$ 145,800
Third Party Testing	\$ 20,300
Contingency	<u>\$ 23,353</u>
TOTAL COST	\$ 4,000,000
Less: American Rescue Plan Act of 2021 funding	<u>(\$ 750,000)</u>
Net Amount	<u>\$ 3,250,000</u>

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2023-24 General
Fund Budget – Flynn Pool 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 on June 5, 2023 the City Council passed a resolution re-adopting the Budget for Fiscal Year 2022-23 appropriating \$3,150,000 to fund the Flynn Pool and Bathhouse project funding shortfall, and

WHEREAS on August 21, 2023 City Council approved change order #1 with Con Tech Building Systems, Inc. in the amount of \$57,746.10 for rock removal, and

WHEREAS on October 2, 2023 City Council approved change order #1 with Howell Enterprises, Inc in the amount of \$12,204.00 to expedite the delivery of the electrical panels, and

WHEREAS on November 6, 2023 City Council approved change order #2 with Con Tech Building Systems, Inc. in the amount of \$29,629.75 for asbestos abatement, and

WHEREAS on December 4, 2023 City Council was to consider change order #1 with Hyde Stone Mechanical in the amount of \$36,873.00 for asbestos abatement, and

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

\$100,000

Expenditures:

A.9950.0900

Transfer to Capital Project Fund

\$100,000***Seconded by***

Res. No. 7

November 28, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Purchase and Sale Agreement with Jefferson County SPCA for a 5.07-Acre Portion of Tax Parcel No. 83.11-2-25.1 in the Town of Pamela

GHD Engineering was hired to design the Disinfection By-Product Project. Part of the project includes a new flocculation/sedimentation basin, which will be an enclosed tank. The existing sedimentation basin is open and a part of the river.

It has been determined by GHD that the best location for the proposed flocculation/sedimentation basin is on property owned by Jefferson County Society for the Prevention of Cruelty to Animals. Their property is next to the City-owned property surrounding the existing sedimentation basin. A map of the property is Exhibit A of the attached Purchase and Sale Agreement.

The SPCA is willing to sell this land to the City for \$41,200. A resolution approving the Purchase and Sale Agreement is also attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Purchase and Sale Agreement
with Jefferson County SPCA for a 5.07 Acre
Portion of Tax Parcel No. 83.11-2-25.1 in the
Town of Pamelaia

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 Watertown has an Order on Consent with the U. S. Environmental Protection Agency to resolve a drinking water quality issue involving disinfection by-products, and

WHEREAS part of the solution to the disinfection by-product problem is to construct an enclosed flocculation/sedimentation basin, and

WHEREAS it has been determined by the engineering firm, GHD, hired by the City to design the project that the best location for the flocculation/sedimentation basin is located on property owned by Jefferson County Society for the Prevention of Cruelty to Animals adjacent to NYS Route 3 in the Town of Pamelaia, which is a 5.07-acre part of Tax Parcel No. 83.11-2-25.1, and

WHEREAS the City Council determined on June 19, 2023 the disinfection by-product project will not have a significant adverse impact on the environment pursuant to the State Environmental Quality Review Act, and

WHEREAS the City Council also approved on June 19, 2023 a Bond Ordinance authorizing borrowing \$50,000,000 to fund the disinfection by-product project, and

WHEREAS the Jefferson County SPCA is willing to sell the described property for \$41,200, and

WHEREAS a Purchase and Sale Agreement for the property has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves the Purchase and Sale Agreement with Jefferson County Society for the Prevention of Cruelty to Animals, a copy of which is attached and made part of this resolution and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the agreement or any other documents necessary to transfer the property.

Seconded by _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (herein, this “Agreement”) is entered into this ____ day of _____, 2023, by and between the **Jefferson County Society for the Prevention of Cruelty to Animals**, a New York Not-for-Profit Corporation having an address of 25056 Water Street, Watertown, New York 13601 (herein, the “Seller”), and the **City of Watertown, New York**, a municipal corporation having an address of 245 Washington Street, Watertown, New York 13601 (herein, the “Buyer”).

WHEREAS, Seller is the fee owner of a certain 5.07 acre parcel of vacant real property located adjacent to NYS Route 3 in the Town of Pamela, County of Jefferson and State of New York (herein, the “Property”), such Property being more particularly described as a portion of TMID No. 83.11-2-25.1 and as more particularly depicted within **Exhibit A**, hereto; and

WHEREAS, the Buyer desires to acquire the Property from Seller in furtherance of certain upgrades and improvements to be constructed for the Buyer’s municipal drinking water system (the “Project”); and

WHEREAS, Buyer and Seller are entering into this Agreement to memorialize the terms and conditions pursuant to which Buyer will acquire the Property from Seller (the “Purchase”), such Purchase having been authorized by the governing body of the Buyer pursuant to resolution adopted _____, 2023.

NOW, THEREFORE, for mutual promises and consideration as hereinafter described, the parties agree as follows:

1. **Deposit:** Within 5 business days after the mutual execution of this Agreement, the Buyer shall deposit with Harris Beach PLLC (the “Escrow Agent”) the sum of **\$4,120.00** (the “Deposit”). The Deposit shall be held in an interest bearing account and any interest which shall accrue on such shall be applied against the Purchase Price at Closing or refunded or forfeited in accordance with the terms of this Agreement. In the event Buyer should fail to consummate the sale at any time after Buyer shall exercise this option in accordance with section 5 hereof, for any reason except for the default of the Seller, Seller shall be entitled to retain the Deposit plus accrued interest as liquidated damages.

2. **Inspection Period:** Upon the execution of this Agreement by Seller, the Buyer shall have One Hundred Twenty (120) days (the “Inspection Period”) to inspect the property to obtain all necessary or required local, state and federal development approvals for Buyer’s intended use of the Property (the “Approvals”), said Approvals to include, but not be limited to any necessary approvals required to subdivide the Property from its existing tax parcel as owned by the Seller to establish a stand-alone tax parcel encompassing only the Property, and any necessary site plan or other regulatory approvals necessary for the Buyer to undertake portions of the proposed Project within and upon the Property. Within 5 days from the start of the Inspection Period the Seller shall supply the Buyer with any pertinent information about the property in Seller’s possession to include but not necessarily limited to deeds, title reports, takings records and deeds, surveys, geotechnical reports,

environmental reports, etc. In the event that Buyer ascertains (in good faith) at any time during the Inspection Period, as extended, that Buyer will not be able to use Seller's property or is not able to obtain the Approvals, Buyer shall have the right to terminate this Agreement and have the Deposit returned to Buyer. Buyer shall have the right to extend the Inspection Period for up to two (2) additional periods of Sixty (60) days if Buyer identifies environmental or title issues that need to be resolved to Buyer satisfaction for a period sufficient to clear the exception.

3. Replatting/Subdivision/Site Plan. The parties understand and agree that the Property as described and depicted within Exhibit A does not constitute a separate legal parcel that may not be conveyed in its present form. Buyer agrees to utilize commercially reasonable efforts to replat or subdivide the Property so that it shall constitute a separate, legal parcels on or before the Closing Date; provided, however, that Seller agrees to cooperate with Buyer in such efforts and take any actions necessary (including, signing any applications, plats, or other documents required by the applicable jurisdiction) in order for the Property to constitute a separate legal parcels. The Property constituting a separate legal parcel at Closing shall be a necessary condition for Closing to occur.

In the event that the Property does not constitute a separate legal parcel on or before the Closing Date and provided that Buyer has utilized commercially reasonable efforts to cause the same to occur, then Buyer may extend the Inspection Period for as long as commercially reasonable in order to accomplish the same. In addition, if it is determined that elements of the proposed Project to be located upon and within the Property require affirmative review and/or approval by the Town of Pamelaia, Buyer agrees to utilize commercially reasonable efforts to secure all necessary approvals in connection with same (herein, "Site Plan Approval"), and/or to make a determination that the Buyer may be exempt from same. If Buyer reasonably determines that either the subdivision or replatting and/or the Site Plan Approval cannot occur despite its commercially reasonable efforts due to applicable governmental laws prohibiting such replatting/subdivision and/or Site Plan Approval, then Buyer may terminate this Agreement in which event the Deposit shall be refunded to Buyer. All costs in connection with any replatting, subdivision and/or Site Plan Approval of and for the Property shall be paid by the Buyer.

4. Exclusive Option: The Buyer hereby grants the Seller with the sole and exclusive option to purchase the Property subject property as herein described for the entirety of the Inspection Period, as may be extended. If upon discovery of a material title or environmental defect which may not be cured by the Seller within a reasonable period of time, Buyer shall have the right at any time prior to exercising the option to purchase the Property, to terminate this Agreement and receive a refund of the Deposit, together with all interest accrued thereon. Said purchase shall be upon the terms and conditions stated herein.

5. Title and Survey: (a) Title. Acceptable title hereunder is a fee simple marketable title vested in Seller as to the Property, subject to only the lien for real estate taxes not delinquent and the Permitted Exceptions (as defined below). At its election, Buyer may order a title insurance commitment covering the Property (the "Commitment"). The Commitment shall commit to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance, insuring Buyer's title to the Property, subject only to those covenants, conditions, restrictions and easements of record that do not render title to the Property uninsurable and would not otherwise impede the Buyer's intended use of the Property (the "Permitted Exceptions"). In no event shall a Mandatory Cure Item be deemed a Permitted Exception.

(b) Survey. Buyer may obtain at its cost a current survey of the Property prepared by a registered surveyor in the state in which the property is located, meeting such requirements as Buyer may determine in its discretion (the "Survey"). Seller shall provide any existing surveys of the Property that it may have.

(c) Title and Survey Objections. At any time during the Inspection Period, Buyer may give Seller written notice specifying any objections that make the Commitment and/or the Survey not acceptable. If no objections are given by such deadline, the Commitment and the Survey shall be deemed acceptable, except that Seller must satisfy by Closing all requirements of Seller in Schedule B-1 of the Commitment and remove any and all monetary liens or other material encumbrances affecting the Property (each a "Mandatory Cure Item" and collectively the "Mandatory Cure Items"). Seller shall have until the earlier of: (a) thirty (30) days after the date on which Seller receives notice of objections; or (b) until Closing (as applicable, the "Title Cure Deadline"), in which to make the Commitment and the Survey acceptable and furnish Buyer evidence thereof, and Seller shall undertake reasonable and diligent efforts to do so. If Seller fails or is unable to remove or otherwise cure the Commitment and/or Survey objections by the Title Cure Deadline, Buyer shall have the right and option to either: (i) waive the objections, (ii) terminate this Agreement by written notice to Seller and receive a refund of the Deposit; or (iii) extend the Title Cure Deadline, without waiving the right to later proceed under clause (i) or (ii).

6. Property: The subject matter of this Agreement is that certain 5.07 acre parcel of vacant real property located adjacent to NYS Route 3 in the Town of Pamela, County of Jefferson and State of New York (herein, the "Property"), such Property being more particularly described as a portion of TMID No. 83.11-2-25.1 and as more particularly depicted within **Exhibit A**, hereto.

7. Exercise of Option; Closing: Buyer may exercise this option at any time prior to the expiration of the Inspection Period, as extended herein, by sending written notice of the exercise of the option to the Seller at the Seller's address as listed herein, or as otherwise may be provided by Seller. Said written notice at either time shall be given in accordance with the notice provision of Section 13 hereof. Upon exercising its option to purchase the subject property, Buyer agrees that the Deposits shall become nonrefundable (except in the event of Seller's default) but shall be applicable to the Purchase Price at Closing. In the event that Buyer does not exercise the option to purchase the subject property during the Option Period, then this Agreement shall terminate and the Deposits, together with all interest accrued thereon shall be returned to Buyer. The Closing shall occur at Buyer's attorney's office on a date mutually agreeable to Seller and Buyer within no more than sixty (60) days' after Buyer has exercised the Option.

8. Purchase Price: The purchase price is **\$41,200.00** to be paid by the Buyer to the Seller, subject to adjustments as hereinafter indicated, as follows:

a. Cash at Closing: **\$41,200**, less the Deposits and any interest earned thereon.

b. Buyer and Seller shall each pay those closing costs as is customary based on the procedures and practices adopted by the local Bar Association.

c. Seller shall pay all outstanding real estate taxes up to the date of Closing.

9. Survey and Tests: Seller grants permission to the Buyer to enter upon the Property during the term of this Option, or any extension thereof, to make tests, surveys, and other reasonable investigations and evaluations at Buyer's own risk and expense for the purpose of obtaining necessary approvals. Buyer agrees to compensate, defend and hold Seller harmless from all costs, expenses, damages and liabilities whatsoever arising from acts of Buyer or its agents upon the Property by reason of Buyer's rights under this paragraph.

10. Land Use Approvals: Buyer shall have the right to seek to obtain all necessary or required Approvals for Buyer's intended use of the Property. Seller agrees to cooperate fully with the Buyer in the application and/or presentation to any board, commission or other local, state or federal governmental agency having jurisdiction over the premises for land use approval of any petition, application and/or request. Such cooperation shall include, but not be limited to, the submission of any such petition, application and/or request in the name of Seller or Buyer as may be allowed and the execution by Seller of any documents reasonably requested by any such governmental agency; it being understood that the cost and expense of the presentation of any petition, application and/or request shall be solely the responsibility of the Buyer.

11. Benefit: This agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties. Any other changes in or modification of this agreement must be in writing and signed by the parties thereto. Neither party relies upon any statement or representation made by the other party which is not expressly stated in this agreement. Seller agrees not to assign this Agreement.

12. Encumbrances: The Seller hereby agrees not to allow any encumbrances to exist against said Property greater in value than the sales price stated during the term of this Option/Purchase Agreement. As of the date of this Agreement, with respect to both title, survey and physical condition, Seller shall not grant any other interest in the Property without Buyer's prior written consent and shall not enter into any contracts affecting the Property that are not terminable at will. The Buyer shall not enter into any contracts for the work discussed in this agreement that allow for the attachment of this property or any portion thereof.

13. Understanding of Risk: The Buyer acknowledges the substantial expense and risk associated with pursuing land use approvals and holds the Seller harmless from all costs associated with attempts to obtain such approvals.

14. Broker: The Buyer and Seller represent and warrant that they have not entered into any agreement which might result in the obligation to pay any brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from and against any losses, liabilities, damages, costs and expenses (including attorney's fees) incurred by the other by reason of any breach or inaccuracy of the representation and warranty contained in this Section. The provisions of this Section shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

15. Notices: All notices, demands, or communications with respect to this Agreement

(each herein called a “Notice”) shall be deemed duly given if in writing and (i) hand-delivered with a written receipt required; or (ii) sent by Federal Express or by another nationally recognized overnight delivery service with written delivery acceptance required; or (iii) sent by email with an original copy thereof transmitted to the recipient by one of the means described in clauses (i) or (ii) of this subsection no later than one (1) Business Day thereafter, directed to the applicable party at the following addresses:

If to Buyer, to:

City of Watertown, New York
245 Washington Street
Watertown, New York 13601
Attn: City Manager
(315) 785-7730
kmix@watertown-ny.gov

With a copy simultaneously to:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: H. Todd Bullard

If to Seller, to:

Jefferson County Society for the Prevention of Cruelty to Animals
25056 Water Street
Watertown, New York 13601
Attn: _____
(315) _____
_____@_____._____

Delivery of such notice shall be deemed to have occurred on the date upon which said notice under (i), (ii) or (iii) above is initiated.

16. Default: Should Buyer violate or fail to perform any of the material terms or conditions of this Agreement (including, but not limited to its obligation to close purchase of the Property after having exercised the Option) and because the anticipated damages arising from a breach of this Agreement, as herein provided are uncertain in amount and difficult to prove and because the parties hereto wish to liquidate said damages in advance and because monies paid in pursuance of this Agreement are not greatly disproportionate to the damage reasonable to be anticipated in the event of breach, it is agreed that in the event Buyer shall default in any of its material obligations hereunder, including but not limited to its obligation to close on the Property, Buyer shall forfeit the Deposit, and thereafter both parties shall be released of all further liability hereunder. This shall be Seller’s sole right of recourse against Buyer for any breach by Buyer under this Agreement.

Should Seller violate or fail to perform any of the terms or conditions of this Agreement, Buyer may elect to terminate this Agreement and the Deposits, Option Payments and Additional Option Payments shall be returned to Buyer, Seller shall reimburse Buyer for its out of pocket costs and expenses incurred in connection with the preparation and execution of this Agreement, the performance of its due diligence and the permitting for the Property, including, without limitation, legal and consultants' fees and expenses, or to bring an action against Seller for specific performance and to recoup from Seller its attorneys' fees and other costs of bringing such action.

16. Seller Representations: Seller hereby makes the following representations, warranties, and covenants to Buyer as of the Effective Date and as of the date of Closing, all of which shall survive Closing without the necessity of any further action or documentation, but which Seller shall, at Buyer's request, ratify, confirm and update at Closing:

(a) Seller is duly formed, validly existing, and in good standing and is authorized to do business in the state where the Property is located and has full power and authority to execute this Agreement and perform its obligations hereunder and to otherwise consummate the transaction contemplated by this Agreement. The party executing this Agreement on behalf of Seller has the authority to do so.

(b) The execution, delivery and performance of this Agreement by Seller and the consummation by such Seller of the transactions contemplated by this Agreement will not result in a breach of or default under (i) any contract or other agreement to which such Seller is a party or by which the Property is bound; or (ii) any provision of the organizational documents of such Seller.

(c) Seller is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, or any other proceeding for dissolution, liquidation or winding up of its assets and has no present intention of filing any such action or proceeding and to Seller's knowledge and belief, no other person/entity has any present intention of filing any such involuntary action or proceeding with respect to Seller.

(d) Seller has good and marketable fee simple title in and to the Property.

(e) To Seller's knowledge, there is no pending or threatened litigation or condemnation concerning all or any portion of the Property or which could impair Seller's ability to perform its obligations pursuant to this Agreement or consummate the transaction contemplated hereby.

(f) To Seller's knowledge, there is no hazardous waste or toxic substance in, on, under or adjacent to the Property and there are no underground storage tanks on the Property.

(g) To Seller's knowledge, there is no violation or alleged violation of any applicable laws, ordinances, statutes, rules or regulations with respect to the Property and Seller has received no notices of any such violation or alleged violations.

(h) To Seller's knowledge, Seller is not in violation of any licenses or permits applicable to the Property or its operations thereon which could have an adverse impact on Buyer's (or any of Buyer's tenants) ability to obtain any licenses or permits for the Property or the operation of a collision

center thereon.

(i) To Seller's knowledge, there are no leases, occupancy agreements, or other agreements or contracts which pertain to the Property that Seller is a party to which will be binding upon the Buyer after Closing. Seller is not in default under any existing leases, occupancy agreements, or other agreements or contracts which pertain to the Property.

(j) To Seller's knowledge, except for general real estate taxes, there are no special assessments applicable to the Property or any plans by any governmental authority to impose any special assessments with respect to the Property.

(k) To Seller's knowledge, All bills and claims for labor performed and materials, supplies, or services furnished to or for the benefit of the Property during the period prior to Closing have been (or simultaneously with Closing will be) paid in full, and there shall be no mechanics', materialmen's or other similar liens (whether or not filed or perfected) on or affecting the Property or any part thereof.

(l) To Seller's knowledge, Seller has made no commitments or proffers to any local county or municipality, any homeowners or unit owners association or other governmental or quasi-governmental authority regarding any amenities or other on-site or off-site improvements to the Property or other dedications, conditions or restrictions regarding the Property or any site plans or rezoning affecting the property.

(m) There are no outstanding options, rights of first offer, or rights of first refusal to purchase the Property.

(n) Seller has provided to Buyer all of the Seller Materials (as defined in Section 19) in its possession, custody, or control.

(o) Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

17. Expenses. Each of the parties hereto shall bear its respective expenses incurred in the negotiation and consummation of the Agreement; provided, however, that Seller shall pay any local and state taxes and fees assessed or due in connection with the sale and transfer of the Business Real Estate including the fee to file Form RP-5217 Real Property Transfer Report. Seller shall pay any sales or transfer taxes due on account of the sale of the Property hereunder.

18. Integration; Waiver. This Agreement (including the Exhibits hereto) contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements

(oral or written) concerning the subject matter hereof. No waiver, change, amendment or discharge of any term or any condition hereof or consent hereunder shall be effective unless in writing and signed by the party against whom enforcement is sought. The waiver by any party of a breach of any provision under this Agreement shall not operate or be construed as a waiver of such provision or any subsequent breach of the same or any other provision.

19. **No Third Party Beneficiary/Rights.** Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, to give to, any person, firm or corporation other than the parties hereto and their respective permitted successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the parties and their respective permitted successors and assigns.

20. **Third-Party Rights.** Seller has not entered into any agreements currently in effect pursuant to which Seller has granted any rights of first refusal to purchase all or any part of the Property, options to purchase all or any part of the Property or other rights whereby any individual or entity has the right to purchase all or any part of the Property which have not been waived as of the date hereof, and so such agreements or rights currently exist.

21. **Governing Law Venue.** This Agreement shall be construed in accordance with and governed for all purposes by the substantive law of the State of New York. Each party waives its right to a trial by jury. Each of the parties consent to the jurisdiction of the state and federal courts located in Jefferson County, New York in the event of any dispute hereunder and waive any objection that such jurisdiction of venue is improper or inconvenient. Each party waives its right to a trial by jury.

22. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.

23. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together, shall constitute one and the same document. This Agreement may also be executed and/or delivered by facsimile, .pdf transmission or other electronic means, including by any electronic signature complying with the US federal ESIGN Act of 2000, *e.g.*, www.docusign.com.

25. **Interpretation.** As all parties have participated in the drafting of this Agreement, any ambiguity shall not be construed against any party as the drafter.

26. **WAIVER OF JURY TRIAL.** BUYER AND SELLER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHT TO TRIAL BY

JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PURCHASER AND SELLER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR PURCHASER, AS APPLICABLE, ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY PURCHASER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement as of the date first above written.

SELLER

JEFFERSON COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS

By: _____

Name:

Title:

Date:

BUYER

CITY OF WATERTOWN, NEW YORK

By: _____

Name: Jeffrey M. Smith

Title: Mayor

Date:

STATE OF NEW YORK)

COUNTY OF JEFFERSON)

On this __ day of _____, in the year 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 person whose name is subscribed to the within instrument, and acknowledged to be that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.

Notary Public

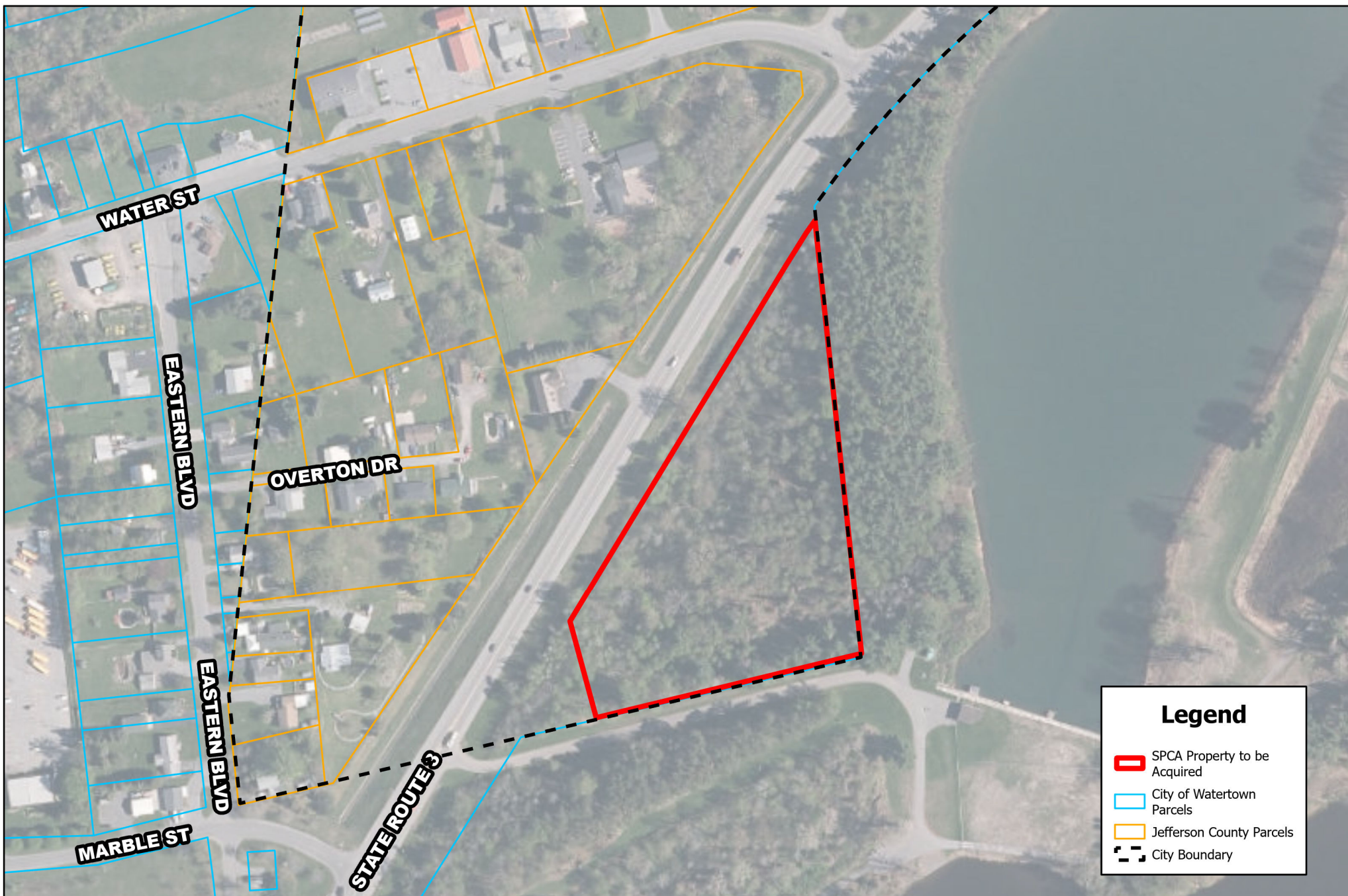
STATE OF NEW YORK)

COUNTY OF JEFFERSON)

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

Notary Public

Exhibit A
Depiction of the Property



Legend

-  SPCA Property to be Acquired
-  City of Watertown Parcels
-  Jefferson County Parcels
-  City Boundary



CITY OF WATERTOWN GIS

245 WASHINGTON STREET
2ND FLOOR
WATERTOWN, NEW YORK 13601

(315) 785-7793
gis@watertown-ny.gov

Exhibit A

Portion of SPCA Property to be Acquired

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.

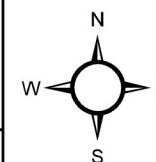


Exhibit A

Requested By: K. Mix

Author: mowen

Date: 9/11/2023

Scale : 1 in= 300 ft

Res Nos. 8, 9

December 4, 2023

To: The Honorable Mayor and City Council

From: Kenneth A Mix, City Manager

Subject: Nominations for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc.

As requested by the Community Action Planning Council of Jefferson County, Inc. (CAPC) resolutions have been prepared that nominate the following individuals to their Board of Directors to serve another two-year term expiring on December 31, 2025:

Justin F. Brotherton
120 Washington Street, Suite 401
Watertown, NY 13601

Stanley Zaremba
247 Wealtha Ave., Apt. 647A
Watertown, NY 13601

RESOLUTION

Page 1 of 1

Nominating Justin F. Brotherton for
Membership on the Board of Directors of the
Community Action Planning Council of
Jefferson County, Inc.

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

BE IT RESOLVED that the following individual is hereby nominated for
membership on the Board of Directors of the Community Action Planning Council of Jefferson
County, Inc. as the designee of Council Member Sarah V.C. Pierce for a term expiring on
December 31, 2025:

Justin F. Brotherton
120 Washington Street, Suite 401
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Nominating Stanley Zaremba for
Membership on the Board of Directors of
the Community Action Planning Council
of Jefferson County, Inc.

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

BE IT RESOLVED that the following individual is hereby nominated for
membership on the Board of Directors of the Community Action Planning Council of Jefferson
County, Inc. as the designee of Council Member Lisa A. Ruggiero for a term expiring on
December 31, 2025:

Stanley Zaremba
247 Wealtha Ave., Apt. 647A
Watertown, NY 13601

Seconded by



COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

Head Start/Pre-K • Housing & Energy Services • Jefferson-Lewis Childcare Project •
Family Center

November 1, 2023

Mr. Ken Mix
City Manager
245 Washington Street #302
Watertown, N.Y. 13601

RE: Reappointment of Justin Brotherton and Stan Zarembo

Dear Mr. Mix:

The Board of Directors of the Community Action Planning Council requests the nomination and reappointment by City Council of two current Board members. Both Justin Brotherton and Stan Zarembo's term will expire as a designee on December 31st, 2023.

Mr. Brotherton was nominated by Council Member's Sarah Compo-Pierce, and Mr. Zarembo was nominated by Lisa Ruggerio. Both have served as a valuable member of the CAPC Board of Directors and as active community members they share our commitment to assist those most in need in our community. It is our sincere desire to continue their Board service and we request that City Council nominate each candidate again as a designee prior to the end of the calendar year.

Thank you again and we look forward to addressing the challenges that our low-income residents face together with these candidates as a representative.

Sincerely,

Craig J. Cashman, C.E.O.

cc: Krystin LaBarge
Anne Garno
✓ Ann M. Saunders

November 28, 2023

To: The Honorable Mayor and City Council

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

Subject: Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

As a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development (HUD), the City has certified that it will affirmatively further Fair Housing. As a part of this certification, the City is responsible for identifying barriers to Fair Housing and developing strategies to address those barriers.

In the City's adopted Consolidated Plan for CDBG Program Years 2021-2025, the City identified Fair Housing Education as a needed Public service, a Priority Need and as a Goal for the upcoming Program Years. Additionally, the City's 2020 Analysis of Impediments to Fair Housing (AI) identified a lack of knowledge of Fair Housing rights as one of five major impediments. Given that State and Federal laws related to Fair Housing are constantly evolving, Staff anticipates Fair Housing Education to be a continuing need.

Since CDBG Program Year 2016, the City has annually retained CNY Fair Housing to conduct Fair Housing education, advertising and enforcement activities in the Watertown service area every year with the exception of Program Year 2019, when CNY Fair Housing prepared the AI in lieu of an conducting an education program. Attached is a program report that CNY Fair Housing prepared covering its activities this year to date.

For the third consecutive year, in addition to its pre-2022 deliverables, CNY Fair Housing also proposes to host a table at two community events as a means of conducting outreach and distributing informational materials. The marketing component also retains flexibility to allow CNY Fair Housing to determine the most cost-effective advertising medium. CNY Fair Housing will also continue to test for accessibility violations at multi-family properties as part of their scope of services.

Attached is a Memorandum of Understanding (MOU) between the City and CNY Fair Housing to conduct Fair Housing education, advertising, enforcement and testing activities in the City of Watertown for Calendar Year 2024 (funded under CDBG Program Year 2023). The MOU is for a not-to-exceed sum of \$5,000. The City of Watertown has allocated this amount for a Fair Housing education project in its CDBG 2023 Annual Action Plan, adopted on May 1, 2023.

The attached resolution approves the MOU between the City and CNY Fair Housing for the Fair Housing Education and Enforcement Program and authorizes the City Manager to execute the agreement on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Memorandum of Understanding
Between the City of Watertown and CNY Fair Housing
to Administer a Fair Housing Education and
Enforcement Program

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, as a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development, has certified that it will affirmatively further Fair Housing, and

WHEREAS the City of Watertown desires to work with CNY Fair Housing to provide professional services to educate tenants and housing providers within the City of Watertown regarding their respective Fair Housing rights and responsibilities, and

WHEREAS CNY Fair Housing is a qualified Fair Housing Enforcement Agency, and

WHEREAS the City of Watertown desires to refer any Fair Housing complaints received by the City to CNY Fair Housing for further investigation, and

WHEREAS the City of Watertown has allocated CDBG funding in its Program Year 2023 Annual Action Plan for a Fair Housing Education Project, and

WHEREAS CNY Fair Housing has prepared a Memorandum of Understanding (MOU) for the project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the MOU with CNY Fair Housing to establish and administer a Fair Housing education and enforcement program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City agrees to pay CNY Fair Housing a not-to-exceed sum of \$5,000 for actual expenses incurred, based on hours worked during the contract period, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Kenneth A. Mix, to execute the MOU on behalf of the City of Watertown.

Seconded by

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATERTOWN
AND
CNY FAIR HOUSING**

THE CITY OF WATERTOWN (“City”) wishes to secure the services of **CNY FAIR HOUSING** to conduct Fair Housing Education and Enforcement activities in the **City**.

Term:

The twelve-month period (January 1, 2024 – December 31, 2024) shall be the contract period. Services enumerated below shall be performed within the contract period.

Services:

CNY Fair Housing agrees to undertake the following:

- Fair Housing Education – Conduct two trainings for local housing providers, housing consumers and/or human service providers working with members of protected classes.
- Fair Housing Community Outreach – Conduct tabling at two community events to distribute informational materials and meet with local housing consumers.
- Fair Housing Marketing – Conduct direct marketing to the broader public through the use of posters, billboards, radio, transit, and/or digital advertising.
- Testing – Conduct Design and Construction testing for accessibility violations. Two tests will be conducted of multi-family properties.
- Complaint Intake – Accept fair housing complaints referred by the City of Watertown and other local partners. Complaints will be investigated to determine if discrimination has occurred and the agency will provide counseling, conduct advocacy, and, if necessary, provide legal representation to victims of discrimination. Complaints that are determined to not be fair housing related will be referred to appropriate services.

The **City** agrees to:

- Refer complaints of housing discrimination to **CNY Fair Housing**.

- Assist **CNY Fair Housing** in promoting fair housing trainings.
- Pay **CNY Fair Housing** a not-to-exceed sum of \$5,000 for actual expenses incurred, based on hours worked during the contract period. **CNY Fair Housing** will itemize all costs.

In the event that additional work (beyond the scope of this MOU) is requested, **CNY Fair Housing** will provide estimates in advance of its performance of said work. Estimates shall be based on time, materials and travel costs.

Payment shall be due upon completion of the project. Partial payment(s) may be authorized by the **City**, at its discretion.

CNY Fair Housing will provide to the **City** quarterly reports detailing activities completed. At the conclusion of the contract, **CNY Fair Housing** will provide a final report summarizing all activities and identifying areas of concern for the **City** to consider in its efforts to Affirmatively Further Fair Housing.

Assignment: Neither party shall assign, transfer, convey or otherwise dispose of this agreement or any of their rights, title or interest therein or the power to execute this agreement without the prior written consent of the other party.

Auditing Clause: **CNY Fair Housing** shall be subject to compliance audits at random intervals. Audits shall include both financial and programmatic checks as they apply to the signed agreement. The auditor shall make determination on procedures and proper expenditures of funds.

Conflict of Interest Clause: **CNY Fair Housing** assures that no person under its employ who exercises any functions or responsibilities in connection with City of Watertown funded projects or programs has any personal financial interests, direct or indirect in this agreement.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available* to the **City** and no liability on account thereof shall be incurred by the **City** beyond monies available for the purpose thereof.

*General Municipal Law 109-b: "available" in an executory clause "relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds for the expenditure in question."

General Municipal Law:

a) This agreement is subject to the provisions of Sections 103-a and 103-b, as amended, of the New York General Municipal Law, which requires, upon the refusal of a person, when called before a Grand Jury, head of State Department, Temporary State Commission or other State entity or the organized crime task force in the Department of Law to testify concerning any transaction or contract

had with the State, any political subdivision thereof, a public authority, such person sign a waiver of immunity against subsequent criminal prosecution or answer relevant questions concerning such transaction or contract.

b) Such person, and any firm, partnership or corporation of which he is a member, partner, director, or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, entity or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and

c) Any and all contracts made within any municipal corporation or any public department, governmental entity or official thereof, since the effective date of this contract, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Independent Contractor (non-employee): The relationship of **CNY Fair Housing** to the **City** arising out of this Agreement shall be that of an Independent Contractor. **CNY Fair Housing**, in accordance with his status as an Independent Contractor, covenants and agrees that he, she or it will conduct himself consistent with such status, that he, she or it will neither hold himself, herself or itself out as, nor claim to be, an officer or employee of the **City** by reason hereof, and that he, she or it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the **City**, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership of credit.

Liability:

a) **CNY Fair Housing** shall hold and save the **City of Watertown**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the **CNY Fair Housing**. The **CNY Fair Housing** shall not hold itself out as representing the **City** or binding the **City** in any agreement.

b) **CNY Fair Housing** agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage, and that **CNY Fair Housing** shall have full and adequate liability insurance at all times in the minimum amounts of \$1,000,000 individual and \$3,000,000 aggregate.

Modification and Termination:

a) **CNY Fair Housing** agrees to submit a written request to modify any budget line.

b) **City** agrees to respond to any reasonable request within five (5) working days.

c) **City** reserves the right to make a modification to this agreement as specified in the terms of this agreement.

d) **CNY Fair Housing** agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

This proposal shall serve as the agreement between the **City** and **CNY Fair Housing**. The **City** or **CNY Fair Housing** may terminate this agreement for convenience upon thirty days' written notice, certified mail, return receipt requested. Upon termination, any outstanding fees due to **CNY Fair Housing** shall be honored.

_____	_____
Kenneth A. Mix, City Manager City of Watertown	Date

_____	_____
Sally A. Santangelo, Executive Director CNY Fair Housing	Date



731 James Street | Suite 200 | Syracuse, NY 13203 | www.cnyfairhousing.org | Phone (315) 471-0420

City of Watertown Fair Housing Outreach and Education Program 2023 Summary Report

The following report summarizes activities conducted by CNY Fair Housing under our contract with the City of Watertown between April 1, 2023 and November 28, 2023.

Outreach Activities:

CNY Fair Housing conducted three presentations in the City of Watertown in 2023:

- | | |
|---------|--|
| 4/18/23 | Jefferson County Fair Housing Round Table
Location: Zoom
Reach: 42 people including service providers, housing providers, and government officials
Discussion of current fair housing issues and housing trends. |
| 11/9/23 | Fair Housing Fundamentals for Housing Providers
Location: Watertown Urban Mission
Reach: 6 people
Topics covered included fair housing basics, reasonable accommodations and modifications, and fair housing updates. |
| 11/9/23 | Fair Housing Fundamentals for Service Providers
Location: Watertown Urban Mission
Reach: 4 people
Topics covered included fair housing basics, reasonable accommodations and modifications, and fair housing updates. |

CNY Fair Housing conducted marketing activities in Watertown and the surrounding area to educate housing consumers on their fair housing rights. Activities include the following:

- 1) Four billboards were run in the Watertown/Ft. Drum area beginning on May 17. Billboards were contracted for a four-week run but some billboards were still up in November as in-kind donations. Specific billboard locations and images can be seen [here](#):



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PROOF OF PERFORMANCE SUMMARY

CONTRACT: 4145129	NAT'L CONTRACT
CUSTOMER: CNY FAIR HOUSING	REPORT DATE: 5/22/2023
ADVERTISER: CNY FAIR HOUSING	

MARKET: WATERTOWN - FT DRUM



PANEL: 30037 **TAB#:** 376897 **INSTALL DATE:** 5/17/2023

Location: W/S ROUTE 11 LERAY & MILL STREETS N-4
Media: Poster | Copy Size: 10' X 22' | Wkly Impressions: 45277
Lamar Office: 212 - Syracuse | Market: WATERTOWN - FT DRUM
Material Received:

MARKET: WATERTOWN - FT DRUM



PANEL: 30050 **TAB#:** 376900 **INSTALL DATE:** 5/19/2023

Location: S/S W MAIN STREET @ VANDUZEE, W-2
Media: Poster | Copy Size: 10' X 22' | Wkly Impressions: 26681
Lamar Office: 212 - Syracuse | Market: WATERTOWN - FT DRUM
Material Received:

MARKET: WATERTOWN - FT DRUM



PANEL: 34026 **TAB#:** 376981 **INSTALL DATE:** 5/17/2023

Location: N/S ROUTE 232 .2 MI E/O I-81, E-2
Media: Poster | Copy Size: 10' X 22' | Wkly Impressions: 22776
Lamar Office: 212 - Syracuse | Market: WATERTOWN - FT DRUM
Material Received:

MARKET: WATERTOWN - FT DRUM



PANEL: 30094 **TAB#:** 376923 **INSTALL DATE:** 5/19/2023

Location: W/S I-81 .5MI. N/O EXIT 44, N-4 #9
Media: Poster | Copy Size: 10' X 22' | Wkly Impressions: 86982
Lamar Office: 212 - Syracuse | Market: WATERTOWN - FT DRUM
Material Received:



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- 2) Facebook campaign initiated November 28, 2023 to run for one month. The ads include the following graphics:

 A Facebook campaign graphic with a blue border. At the top, it reads "3 TOURS. 2 PURPLE HEARTS. 1 EVICTION NOTICE." in white text on a dark background. Below this is a portrait of a man with a serious expression. Under the portrait, a small text block reads: "When my landlord found out I had Post-Traumatic Stress Disorder (PTSD), I received an eviction notice. That's when I called CNY Fair Housing for help. If you feel that you've been discriminated against because of a mental or emotional injury or disability, report it to CNYFH." Below this text are four small CNY Fair Housing logos and the text "Visit cnyfairhousing.org or call 315-471-0420". At the bottom, it says "FAIR HOUSING IS YOUR RIGHT. USE IT!" with a small house icon.

A Facebook campaign graphic with a blue border. At the top, it reads "Housing discrimination because of familial status is against the law." in blue text. Below this is a photograph of a red basketball, a brown teddy bear, a yellow toy house, a white baseball, and a green toy train. To the right of the photo, it says "Call CNY Fair Housing 315-471-0420" in bold black text. Below this is a row of four CNY Fair Housing logos. At the bottom, it says "Fair Housing Is Your Right. Use It!" in blue text, followed by two small circular logos: one for the Syracuse City of Children and one for the Syracuse Housing Authority.



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- 3) Educational and promotional materials are being distributed through the Watertown Urban Mission. This includes bags with brochures, informational magnets, and promotional items intended to remain in someone's home to establish familiarity with the organization. Examples of the outreach materials can be seen here:



November 17, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Board and Commission Appointments

Below is a listing of recent and upcoming term expirations on City Boards and Commissions for City Council review.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Board of Assessment Review	Council	5 Years	VACANT		9/30/2027
Board of Assessment Review	Council	5 Years	Matthew Saunders	09/17/2018	09/30/2023
Board of Ethics	Council	1 Year	Stephen A. Jennings	1/19/2022	12/31/2023
Board of Ethics	Council	1 Year	Cary J. Parker	12/21/2022	12/31/2023
Board of Ethics	Council	1 Year	Yvonne F. Reff	12/21/2022	12/31/2023
Board of Ethics	Council	1 Year	Suzie Renzi-Falge	12/21/2022	12/31/2023
Board of Ethics	Council	1 Year	VACANT		12/31/2023
City Constable	Council	1 Year	Patrick T. Connell	12/21/2022	12/31/2023
Deputy City Constable	Council	1 Year	Robert D. Connell	12/21/2022	12/31/2023
Flower Memorial Library	Mayor w/Council	11 Years	VACANT	11/19/2017	12/31/2023

We have reached out to the listed individuals to determine if they are interested in renewing their respective appointments and the results are:

Matthew Saunders is a no to renew his term.

Steve Jennings is a yes to renew his term.

Cary Parker is a yes to renew his term.

Yvonne Reff is a yes to renew her term.

Suzie Renzi-Falge is a yes to renew her term.

Patrick and Robert Connell are both a yes to renew their terms as City and Deputy Constables.

If the Council agrees, resolutions re-appointing the interested individuals will be prepared for the December 18, 2023 Council Meeting.

November 17, 2023

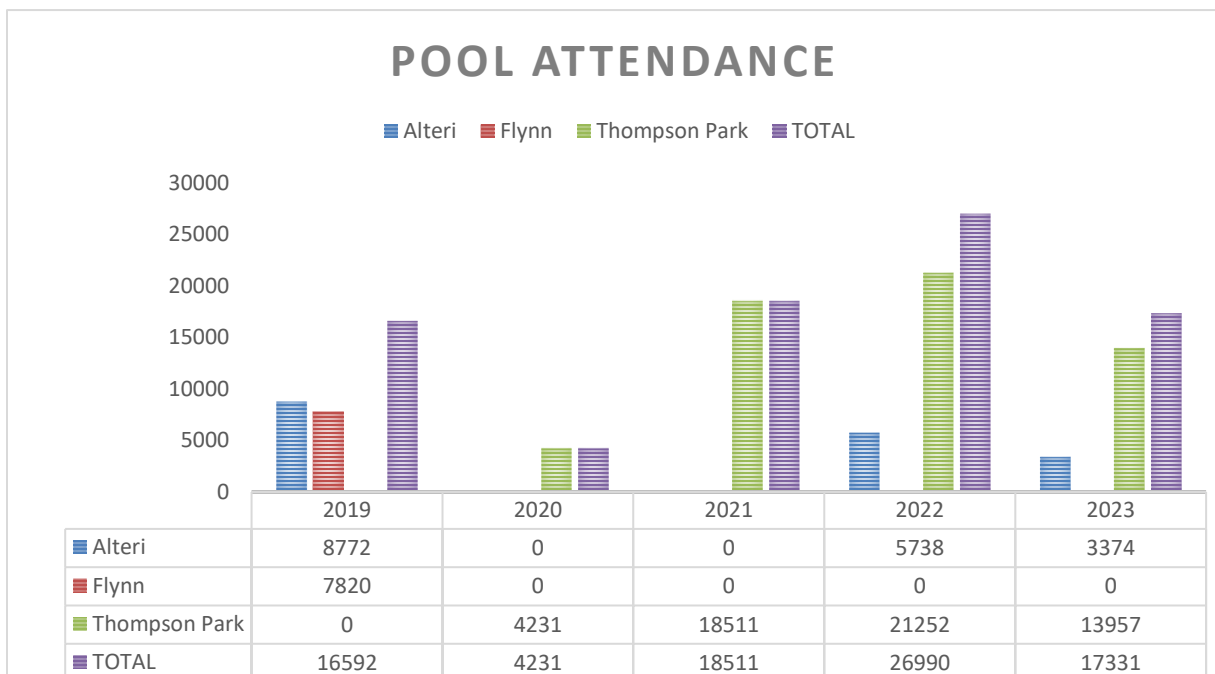
To: The Honorable Mayor and City Council

From: Scott Weller, Superintendent of Parks and Recreation

Subject: Pool Attendance Summary

The Thompson Park Pool was open for 71 days from May 27th – August 24th, while the Alteri pool was open for 68 days from June 26th – September 4th. August was an unseasonably cool month that saw attendance decrease 62% from July, and 57% from August of 2022. Enough lifeguards were hired to keep both pools open for most of the summer, however remaining open through early September is a continual challenge.

2023 Total	Daily Average	City Residents	Non-Residents	Military	Groups
17331	249	11,385	2,995	2,448	503



November 28, 2023

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Thompson Park Golf Course 2023 Season Financial Report

Attached is the financial report for the 2023 golf season.

The report does include the cost of the clubhouse electrical design and repair (\$62,526.15).

Costs that are not included in the report include our upcoming retirement contribution for those employees who elected to join the system and potential unemployment benefits paid to those workers terminated at the end of the season.

		1/27/23 - 6/30/23 ACTUAL	7/1/23 - 11/27/23 ACTUAL	TOTAL 2023 SEASON
Revenues				
A.0000.2027	Golf Course Fees	\$ 205,282	\$ 191,119	\$ 396,401
Personal Services				
A.7190.0110	Salaries	\$ 14,694	\$ 23,453	\$ 38,147
A.7190.0140	Temporary	\$ 67,453	\$ 118,530	\$ 185,984
A.7190.0150	Overtime	\$ 8,170	\$ 17,153	\$ 25,322
	Total Personal Services	\$ 90,317	\$ 159,136	\$ 249,453
Equipment				
A.7190.0250	Other Equipment	\$ 12,708	\$ -	\$ 12,708
	Total Equipment	\$ 12,708	\$ -	\$ 12,708
Operating Expenses				
A.7190.0410	Utilities	\$ 15,470	\$ 11,027	\$ 26,497
A.7190.0420	Insurance	\$ 73	\$ 7,334	\$ 7,407
A.7190.0430	Contracted Services	\$ 105,825	\$ 23,089	\$ 128,914
A.7190.0440	Fees Non Employees	\$ 3,505	\$ -	\$ 3,505
A.7190.0450	Miscellaneous	\$ -	\$ -	\$ -
A.7190.0455	Vehicle and Equipment Expenses	\$ 60,611	\$ 17,039	\$ 77,650
A.7190.0460	Materials and Supplies	\$ 72,357	\$ 38,117	\$ 110,474
A.7190.0465	Equipment < \$5,000	\$ 11,872	\$ 9,418	\$ 21,290
	Total Operating Expenses	\$ 269,712	\$ 106,025	\$ 375,737
Fringe Benefits				
A.7190.0810	NYS Employees' Retirement System	\$ -	\$ -	\$ -
A.7190.0830	Social Security	\$ 6,909	\$ 12,173	\$ 19,082
A.7190.0840	Workers' Compensation	\$ -	\$ -	\$ -
A.7190.0850	Health Insurance	\$ -	\$ 1,418	\$ 1,418
	Total Fringe Benefits	\$ 6,909	\$ 13,591	\$ 20,500
	Department Total	\$ 379,646	\$ 278,752	\$ 658,398
Other City Department Expenses				
	DPW Cartograph work orders (excluding equipment use charges)	\$ 27,005	\$ 673	\$ 27,678
	Total Expenses	\$ 406,651	\$ 279,425	\$ 686,076
	Net	\$ (201,369)	\$ (88,306)	\$ (289,675)

		1/27/23 - 6/30/23 ACTUAL	7/1/23 - 11/27/23 ACTUAL	TOTAL 2023 SEASON
Revenues				
	Greens Fees	\$ 52,762	\$ 75,879	\$ 128,641
	Cart Fees	\$ 48,215	\$ 76,767	\$ 124,981
	Tournament Fees	\$ 7,400	\$ 18,120	\$ 25,520
	Driving Range	\$ 12,451	\$ 10,908	\$ 23,359
	Pro Shop	\$ 3,914	\$ 8,871	\$ 12,785
	Season Passes	\$ 76,090	\$ 575	\$ 76,665
	League Passes	\$ 4,450	\$ -	\$ 4,450
	Concession Lease	\$ 1	\$ -	\$ 1
A.0000.2027	Golf Course Fees	<u>\$ 205,282</u>	<u>\$ 191,119</u>	<u>\$ 396,401</u>
Personal Services				
A.7190.0110	Salaries			
	Program Manager	\$ 14,694	\$ 23,453	\$ 38,147
A.7190.0140	Temporary	\$ 67,453	\$ 118,530	\$ 185,984
A.7190.0150	Overtime	<u>\$ 8,170</u>	<u>\$ 17,153</u>	<u>\$ 25,322</u>
	Total Personal Services	<u>\$ 90,317</u>	<u>\$ 159,136</u>	<u>\$ 249,453</u>
Equipment				
A.7190.0250	Other Equipment			
	Fuel Tanks	<u>\$ 12,708</u>	<u>\$ -</u>	<u>\$ 12,708</u>
	Total Equipment	<u>\$ 12,708</u>	<u>\$ -</u>	<u>\$ 12,708</u>
Operating Expenses				
A.7190.0410	Utilities			
	Water/Sewer	\$ 10,734	\$ 6,742	\$ 17,475
	TV/Phone	\$ 616	\$ 639	\$ 1,255
	Electric	<u>\$ 4,120</u>	<u>\$ 3,646</u>	<u>\$ 7,766</u>
		<u>\$ 15,470</u>	<u>\$ 11,027</u>	<u>\$ 26,497</u>
A.7190.0420	Insurance	\$ 73	\$ 7,334	\$ 7,407
A.7190.0430	Contracted Services			
	Property Taxes (at closing + 2023 County)	\$ 10,000	\$ -	\$ 10,000
	Cart Rentals	\$ 450	\$ 1,858	\$ 2,308
	Cart Storage	\$ -	\$ 1,200	\$ 1,200
	Advertising and Marketing	\$ 2,518	\$ 6,259	\$ 8,777
	Equipment Rentals	\$ -	\$ 540	\$ 540
	Portable Restroom Rental	\$ 18,732	\$ -	\$ 18,732
	Software and IT Services	\$ 3,479	\$ -	\$ 3,479
	Trash Removal	\$ 371	\$ 691	\$ 1,062
	Aeration	\$ -	\$ 7,925	\$ 7,925
	Course Maintenance	\$ 242	\$ -	\$ 242
	Clubhouse Maintenance	\$ 62,324	\$ 4,002	\$ 66,327
	U.S.G. A. Course Consultationing Service	\$ 1,250	\$ -	\$ 1,250
	Payment Processing Fees	\$ 494	\$ 614	\$ 1,108
	Pump Replacement	<u>\$ 5,965</u>	<u>\$ -</u>	<u>\$ 5,965</u>
		<u>\$ 105,825</u>	<u>\$ 23,089</u>	<u>\$ 128,914</u>

		1/27/23 - 6/30/23 ACTUAL	7/1/23 - 11/27/23 ACTUAL	TOTAL 2023 SEASON
A.7190.0440	Fees Non Employees			
	Pesticide License	\$ 450	\$ -	\$ 450
	Surveying Services	\$ 3,055	\$ -	\$ 3,055
		<u>\$ 3,505</u>	<u>\$ -</u>	<u>\$ 3,505</u>
A.7190.0450	Miscellaneous	\$ -	\$ -	\$ -
A.7190.0455	Vehicle and Equipment Expenses			
	Equipment Repairs and Maintenance	\$ 56,747	\$ 10,133	\$ 66,881
	Golf Cart Repairs and Maintenance	\$ 2,693	\$ 6,536	\$ 9,229
	Fuel and Oil	\$ 1,170	\$ 370	\$ 1,540
		<u>\$ 60,611</u>	<u>\$ 17,039</u>	<u>\$ 77,650</u>
A.7190.0460	Materials and Supplies			
	Tournament Supplies	\$ -	\$ 367	\$ 367
	Golf Balls/Clubs/Tees	\$ 8,558	\$ 10,148	\$ 18,706
	Cleaning Supplies	\$ 566	\$ 370	\$ 935
	Course Supplies	\$ 1,944	\$ 1,305	\$ 3,249
	Equipment Rental	\$ 480	\$ -	\$ 480
	Electrical Supplies	\$ 7,853	\$ 56	\$ 7,909
	Maintenance Supplies	\$ 22,002	\$ 7,948	\$ 29,950
	Driving Range Supplies	\$ 1,515	\$ -	\$ 1,515
	Sand/Seed/Topsoil	\$ 6,685	\$ 10,241	\$ 16,926
	Signage	\$ 1,250	\$ -	\$ 1,250
	Fertilizers/Pesticides	\$ 21,505	\$ 7,683	\$ 29,187
		<u>\$ 72,357</u>	<u>\$ 38,117</u>	<u>\$ 110,474</u>
A.7190.0465	Equipment < \$5,000			
	Course Equipment	\$ 3,159	\$ -	\$ 3,159
	Cart Chargers	\$ 6,589	\$ 6,530	\$ 13,119
	Deck	\$ -	\$ 2,429	\$ 2,429
	Air conditioner	\$ -	\$ 459	\$ 459
	Computers/Electronics	\$ 2,124	\$ -	\$ 2,124
		<u>\$ 11,872</u>	<u>\$ 9,418</u>	<u>\$ 21,290</u>
	Total Operating Expenses	<u>\$ 269,712</u>	<u>\$ 106,025</u>	<u>\$ 375,737</u>
	Fringe Benefits			
A.7190.0810	NYS Employees' Retirement System	\$ -	\$ -	\$ -
A.7190.0830	Social Security	\$ 6,909	\$ 12,173	\$ 19,082
A.7190.0850	Health Insurance	\$ -	\$ 1,418	\$ 1,418
	Total Fringe Benefits	<u>\$ 6,909</u>	<u>\$ 13,591</u>	<u>\$ 20,500</u>
	Department Total	<u><u>\$ 379,646</u></u>	<u><u>\$ 278,752</u></u>	<u><u>\$ 658,398</u></u>

November 16, 2023

To: The Honorable Mayor and City Council

From: Scott Weller, Superintendent of Parks and Recreation

Subject: Thompson Park Golf Course Usage Update

Usage data was compiled throughout the 2023 golf season and is as follows. Overall, 171 season passes were sold, totaling 192 passholders, which includes family passes and senior couples. Of the 192 passholders, 115 were city residents.

Season Pass Type	Total Passes (Passholders)	City Resident
18 & Under	57	35
22 & Under	19	4
Adult	19	13
Family (2 adults)	15 (29)	23
Family (additional students)	3	2
Senior	51	28
Senior Couple	7 (14)	10

Course Usage	Total
Rounds Played	14,579
Season Passholder Rounds	7,496
Greens Fees Paid	7,083
Tournament Golfers	573
Cart Rentals	6,629