

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, June 3, 2024
7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, June 3, 2024, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

- | | |
|-----------|--|
| 7:15 p.m. | A Local Law Amending the Code of the City of Watertown Chapter 271, Taxation |
| 7:15 p.m. | A Local Law Imposing a Moratorium On the Sale of Tax Liens for the Nonpayment of Real property Taxes |

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Authorizing Amendment #6 of the GHD Consulting Services Agreement for the Water Treatment Plant Disinfection By-Product Project |
| Resolution No. 2 - | Establishing Standard Workday and Reporting For NYS Retirement, Mayor Sarah V. C. Pierce |
| Resolution No. 3 - | Accepting Bid for Thompson Park West Sector Trail Project – Barrett Paving Materials Inc. |
| Resolution No. 4 - | Authorizing Agreement with National Grid to Allow Usage of Convenience Outlets for Farm and Craft Market Vendors |
| Resolution No. 5 - | Accepting Bid for Maintenance Repairs of Main Avenue Interceptor Sewer River Crossing – D.C. Building Systems, Inc. |

- Resolution No. 6 - Readopting Fiscal Years 2023-24 through 2027-28 Capital Budget
– Main Avenue Interceptor Sewer River Crossing – D.C. Building
Systems, Inc.
- Resolution No. 7 - Readopting Fiscal Year 2023-24 through 2027-28 Capital Fund
Budget – Massey Street Fire Station Front Apron Replacement
Project

ORDINANCES

LOCAL LAW

OLD BUSINESS

- Proposed Local Law 2 - A Local Law Amending the Code of the City of Watertown
Chapter 271, Taxation
- Proposed Local Law 3 - A Local Law Imposing a Moratorium On the Sale of Tax
Liens for the Nonpayment of Real property Taxes

STAFF REPORTS

EXECUTIVE SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JUNE
17, 2024, AT 7:00 PM.**

LOCAL LAW

Page 1 of 2

A Local Law Amending the Code of the
City of Watertown Chapter 271, Taxation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A Local Law amending the Code of the City of Watertown Chapter 271, Taxation.

WHEREAS the City Council of the City of Watertown wishes to encourage the development of commercial and residential properties, and

WHEREAS the City Council of the City of Watertown recognizes that real property tax exemption programs can serve as an incentive for the development of real property in the City, and

WHEREAS §485-a of the Real Property Tax Law allows for the adoption of a local law instituting a real property exemption for the increase in assessments attributable to the conversion of non-residential property to mixed-use property, and

WHEREAS it is the desire of the City Council of the City of Watertown to amend its City Code to enact said exemption,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown that a Local Law is hereby enacted amending City Code Chapter 271, Taxation, by the addition of Article XI titled "Residential-Commercial Urban Exemption", and

BE IT FURTHER ENACTED that Article XI §271-83 entitled "Purpose" be added to the City Code to read as follows:" The purpose of this article is to establish real property tax exemptions on certain conversions to mixed-use buildings pursuant to §485-a of the Real Property Tax Law of the State of New York", and

BE IT FURTHER ENACTED that Article XI §271-84 entitled "Exemption Established" be added to the City Code to read as follows:" The assessment increases as a result of the conversion of non-residential real property to mixed-use real property in accordance with the provisions of §485-a of the Real Property Tax Law of the State of New York, are exempt from City taxes", and

LOCAL LAW

Page 2 of 2

A Local Law Amending the Code of the
City of Watertown Chapter 271, Taxation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon being filed with the New York State Office of the Secretary of State.

Seconded by Council Member Clifford G. Olney III

LOCAL LAW

Page 1 of 2

A Local Law Imposing a Moratorium
On the Sale of Tax Liens for the
Nonpayment of Real Property Taxes

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A local law to impose a moratorium on the sale of tax liens under Sections 135-139 of the City of Watertown Charter.

WHEREAS, the City of Watertown Charter Sections 135-139 provide that the City of Watertown Comptroller shall auction tax liens as a means of enforcing and collecting unpaid real property taxes; and

WHEREAS, the City Council desires to enact a moratorium pursuant to its legislative powers and to preserve for the City Council on behalf of the residents of the City of Watertown the ability to deliberately review the provisions of the City Charter related to enforcement and collection of unpaid real property taxes to determine if permanent comprehensive local legislation is necessary and in the best interests of the City in light of recent changes in law arising from the United States Supreme Court decision in *Tyler v. Hennepin County*.

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York, as follows:

Scope of Moratorium: Notwithstanding the provisions set forth in City of Watertown Charter Sections 135-139 or any other provision to the contrary, the City of Watertown Comptroller shall not auction the tax liens referenced in such sections of the City Charter during the effective period of this Local Law.

Term: This moratorium shall be in effect for a period of six (6) months from the effective date.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the

LOCAL LAW

Page 2 of 2

A Local Law Imposing a Moratorium
On the Sale of Tax Liens for the
Nonpayment of Real Property Taxes

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

controversy in which such judgment or order shall be rendered.

State Environmental Quality Review Act (SEQRA): The City Council has considered the provisions of Article 8 of the Environmental Conservation Law (“SEQRA”) and the regulations adopted thereunder at 6 NYCRR Part 617 and finds this Local Law to be a Type II Action as defined therein. Therefore, no further review is required under SEQRA.

Effective Date: This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State.

Seconded by Council Member Clifford G. Olney III

Res No. 1

May 20, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Amendment #6 to GHD Consulting Services, Inc., Agreement

Attached is Amendment #6 of the Agreement between GHD Consulting Services, Inc. and the City of Watertown for consulting and engineering services for the City of Watertown Water Treatment Plant Disinfection By-Product System Design.

This Amendment is for the design of the ozonation system at the sedimentation site.

Attached for Council consideration is a resolution approving this Amendment with GHD Consulting Services, Inc.

RESOLUTION

Page 1 of 1

Authorizing Amendment #6 of the GHD Consulting Services Agreement for the Water Treatment Plant Disinfection By-Product Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa L

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Introduced by

Total

YEA	NAY

WHEREAS, GHD Consulting Services Inc., and the City of Watertown entered into an Agreement dated April 5, 2022 to perform engineering services for a disinfection by-products system to reduce TTHM's and HAA5's, in the amount of \$43,900; and

WHEREAS the agreement with GHD was first amended to include pilot rentals/commissioning, analyses, sampling, and reporting services, which increased the contract by \$663,000, and

WHEREAS Amendment No. 2 added \$20,405.00 to the cost for a funding schedule, an interim report, SEQR assistance, WIIA/IMG funding assistance, DCIP funding assistance, and additional services, and

WHEREAS Amendment No. 3 added \$49,300.00 to the cost for an extension of the lease of Pilot Enclosure No. 2 by two weeks, an archaeological assessment, and additional sampling, and

WHEREAS Amendment No. 4 added \$2,925,000 to the cost for the design of a new flocculation/sedimentation basin, addition of an ozonation system to the WTP, and converting the existing filters to GAC filters, bringing the contract total to \$3,701,605 and

WHEREAS Amendment No. 5 incorporated NYSEFC Mandatory Terms and Conditions to the GHD agreement with the City, at no additional cost and

WHEREAS GHD has submitted Amendment No. 6 for design of the ozonation system at the sedimentation site, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 6 of the GHD agreement, a copy of which is attached and made part of this resolution, to include the additional services with an increase of \$67,400, bringing the contract total at \$3,769,005, and

RESOLUTION

Page 2 of 1

Authorizing Amendment #6 of the GHD
Consulting Services Agreement for the Water
Treatment Plant Disinfection By-Product
Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa L

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

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

Seconded by



Q1403 Amendment No. 6

This Amendment/Change is effective May 2, 2024, (the “Effective Date”) between GHD Consulting Services Inc. (hereinafter “GHD”) and the City of Watertown, New York (hereinafter “Client”). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details

Project name:	Water Treatment Plant Water Quality Improvements	Project number:	12576729
Effective Date of Original Agreement:	April 5, 2022	Project Manager:	Erica Goldin, P.E.

Description of proposed change:

1. Relocate the ozone generation and treatment system from the WTP site to the Pretreatment site. Submit a supplemental 30% deliverable for the Pretreatment site that addresses ozone relocation and includes updated:
 - Preliminary design (including analysis of liquid oxygen storage vs. PSA system for the ozone system)
 - Preliminary layout drawings
 - Opinion of costs
 - Preliminary project schedule
 - Preliminary drawing list
2. Revise design services schedule in accordance with the below schedule.

Task	Date
Contract No. 1 – Tree Clearing	
Authorization to Proceed	July 2023
Project Chartering Meeting	August 2023
Survey	September 2023
Submit 90% Design Deliverable to the Owner	July 2024
Review 90% Design Deliverable with Owner	August 2024
Submit 100% Design Deliverable to the Owner	October 2024

Description of proposed change:

Task	Date
Contracts No. 2, 3, 4, 5 – WTP and Pretreatment Site Improvements	
Authorization to Proceed	July 2023
Project Chartering Meeting	August 2023
Survey	September 2023
Geotechnical Investigation	December 2023
Submit Draft 30% Design Deliverable to the Owner	March 2024
Review Draft 30% Design Deliverable with Owner	March 2024
Revise and Resubmit Final 30% Design Deliverable	April 2024
Submit Draft Supplemental 30% Design Deliverable to the Owner	June 2024
Review Draft Supplemental 30% Design Deliverable with Owner	June 2024
Revise and Resubmit Final Supplemental 30% Design Deliverable	July 2024
Submit 60% Design Deliverable to the Owner	September 2024
Review 60% Design Deliverable with Owner	October 2024
Submit 90% Design Deliverable to the Owner	November 2024
Review 90% Design Deliverable with Owner	December 2024
Submit 100% Design Deliverable to the Owner	January 2024

Current budgeted effort	\$3,701,605	Current completion date:	December 31, 2024
This change (variation)	\$67,400		
Revised budgeted effort total	\$3,769,005	Revised completion date:	January 31, 2025

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Consulting Services Inc.



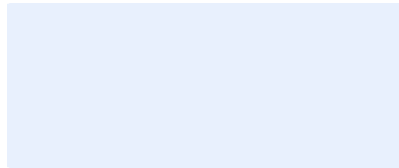
Kevin Castro

President

Date: 05/02/2024

Client

City of Watertown, NY



Eric Wagenaar

City Manager

Date:

To: The Honorable Mayor and City Council

From: Ann M. Saunders, City Clerk

Subject: Establishing Standard Work Day and Reporting for Elected and Appointed Officials, NYS Retirement System, Mayor Sarah V.C. Pierce

In August 2009, the New York State Retirement System adopted new regulations for the establishment of a standard work day and the reporting of days worked for elected and appointed officials. This will affect members of the City Council who were sworn into a new term of office and have chosen to be members of the NYS Retirement System.

Mayor Sarah V. C. Pierce has submitted her Record of Activities to the City Clerk. City Council must now review these records, which are attached, to determine if:

- The activities listed constitute reasonable and appropriate work for the position
- The hours reported seem appropriate for the duties

Once approved by the City Council, the Records of Activities must be retained for a period of at least 30 years.

I have reviewed the documents submitted and calculated the number of work days to be reported to the NYS Retirement System by dividing the total number of hours worked by three (3) months then by the minimum number of hours in a standard work day (6 hours). The calculations of total number of days per month to be reported for the NYS Retirement System are as follows:

Mayor Pierce:

Total Hours Worked	147.25 hrs
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$147.25 \text{ hrs} \div 3 \text{ months} \div 6 \text{ hrs} = 8.19 \text{ days per month to be reported}$

A resolution establishing the standard work day and the number of work days to report each month has been prepared for City Council approval. Once adopted, the resolution must be posted on the City's website for at least 30 days, and an affidavit of the posting and a copy of the resolution must be filed with the Office of the State Comptroller within 45 days of adoption.

RESOLUTION

Page 1 of 1

Establishing Standard Workday
And Reporting For NYS Retirement,
Mayor Sarah V. C. Pierce

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED, that the City of Watertown hereby establishes the following as the standard work day for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body.

Elected Officials

Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Employer Record of Time Worked (Y/N)	Days/Month (based on Record of Activities)
Mayor Sarah V. C. Pierce		6 hours	01/01/24-12/31/27	N	8.19 days

Seconded by _____

On this ____ day of June, 2024, I, Ann M. Saunders, Clerk of the governing board of the City of Watertown, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 3rd day of June, 2024, on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

I further certify that the full board consists of 5 members and that ____ of such members were present at such meeting and that ____ of such members voted in favor of the above resolution and 1 such member abstained from voting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Watertown.

(Signature of Clerk)_____
(Date enacted)

Record of Activities

Name: Sarah V. C. Pierce
Title: Mayor
Employer: City of Watertown

Date	Activity	Start Time	End Time	Hours
1/1/24	Swearing-In Prep/Swearing-In	10:00 AM	1:00 PM	3
1/2/24	Council Meeting Prep	12:00 PM	1:30 PM	1.5
1/2/24	Council Meeting	6:45 PM	8:15 PM	1.5
1/3/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	1:00 PM	3
1/4/24	In-Office Work (returning phone calls, emails, etc.)	10:00	1:30 PM	3.5
1/5/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	1:00 PM	3
1/8/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	11:00 AM	1
1/8/24	Eclipse meeting	11:00 AM	12:00 PM	1
1/8/24	Council Work Session	6:45 PM	8:15 PM	1.5
1/9/24	Radio interview, in-office work	12:00 PM	2:00 PM	2
1/12/24	JLI session, meeting regarding eclipse, in-office work	10:00 AM	12:30 PM	2.5
1/16/24	Reviewing of Council Meeting packet	9:00 AM	10:00 AM	1
1/16/24	Council Meeting	6:45 PM	8:15 PM	1.5
1/17/24	Meeting with cancer advocacy group	1:00 PM	2:00 PM	1
1/18/24	Meeting with Senator Schumer's office	11:00 AM	12:00 PM	1
1/19/24	Meeting with Councilman Ryan Henry Wilkinson, Youth Alliance Interview	1:00 PM	4:00 PM	3
1/22/24	Meeting with Library Board president, Eclipse committee meeting, meeting with rep. from the North Country Music Project	11:00 AM	3:00 PM	4
1/23/24	Media Interview	11:30 AM	12:00 PM	0.5
1/24/24	Meeting with Congresswoman Tenney	1:00 PM	2:00 PM	1
1/25/24	WLDC Meeting	8:00 AM	9:00 AM	1
1/25/24	Meeting with former Mayor Butler	10:30 AM	11:00 AM	0.5
1/25/24	MPO Meeting	1:30 PM	2:30 PM	1
1/25/24	Zoo Task Force Meeting	2:30 PM	3:30 PM	1
1/26/24	Snowtown USA opening ceremonies	6:00 PM	7:00 PM	1
1/29/24	Meeting with City Manager	11:00 AM	12:00 PM	1
1/30/24	Meeting with LaBella	1:00 PM	2:00 PM	1
1/30/24	Meeting with Senior Center group	2:30 PM	3:30 PM	1
2/1/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	1:00 PM	3
2/1/24	Meeting with Anne Richter Ashley regarding eclipse event	2:00 PM	3:00 PM	1
2/2/24	Wear Red event	10:00 AM	11:00 AM	1
2/4/24	NYCOM Conference	1:00 PM	9:00 PM	8
2/5/24	NYCOM Conference	8:00 AM	4:00 PM	8
2/5/24	Council meeting prep	4:00 PM	5:30 PM	1.5
2/5/24	Board of Audit Meeting	6:00 PM	6:30 PM	0.5
2/5/24	Council Meeting	7:00 PM	8:45 PM	1.75
2/8/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	1:00 PM	3

2/8/24	Zoo Task Force Meeting	2:30 PM	3:30 PM	1
2/9/24	Meeting with County officials	10:00 AM	11:00 AM	1
2/12/24	Eclipse Committee Meeting	12:00 PM	1:00 PM	1
2/12/24	Work Session prep	5:00 PM	5:30 PM	0.5
2/12/24	Meeting with Watertown First	6:00 PM	7:00 PM	1
2/12/24	Council Work Session	7:00 PM	8:00 PM	1
2/13/24	In-Office Work (returning phone calls, emails, etc.)	11:00 AM	12:00 PM	1
2/13/24	Meeting at Knowlton Brothers	3:00 PM	4:00 PM	1
2/14/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	12:00 PM	2
2/15/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	11:00 AM	1
2/16/24	In-Office Work (returning phone calls, emails, etc.)	11:00 AM	1:00 PM	2
2/20/24	In-Office Work (returning phone calls, emails, etc.)	11:00 AM	12:30 PM	1.5
2/20/24	Council Meeting	7:00 PM	9:45 PM	2.75
2/21/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	11:00 AM	1
2/22/24	In-Office Work (returning phone calls, emails, etc.)	11:00 AM	12:00 PM	1
2/23/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	1:00 PM	3
2/26/24	Returning phone calls/responding to emails	8:00 AM	9:00 AM	1
2/27/24	OUT OF STATE			
2/28/24	OUT OF STATE			
2/29/24	OUT OF STATE			
3/1/24	OUT OF STATE			
3/4/24	Council meeting prep	8:00 AM	9:30 AM	1.5
3/4/24	Council meeting	7:00 PM	9:00 PM	2
3/6/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	12:00 PM	2
3/7/24	Meeting with Planning Dept/Greenleaf	1:30 PM	2:00 PM	0.5
3/8/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	11:00 AM	1
3/12/24	In-Office Work (returning phone calls, emails, etc.)	10:00 AM	11:00 AM	1
3/13/24	Work Session	7:00 PM	8:45 PM	1.75
3/14/24	In-Office Work, interview with Spectrum News	11:30 AM	2:00 PM	2.5
3/15/24	Meeting with representatives of proposed event center in Town of Watertown	2:30 PM	3:00 PM	0.5
3/15/24	Raising of flag of Ireland	4:00 PM	4:30 PM	0.5
3/18/24	Eclipse Committee Meeting	12:00 PM	1:00 PM	1
3/19/24	In-Office Work, interview with Glenn Curry	11:30 AM	1:30 PM	2
3/21/24	In-Office Work (returning phone calls, emails, etc.)	12:00 PM	2:00 PM	2
3/22/24	OUT OF STATE			
3/23/24	OUT OF STATE			
3/24/24	OUT OF STATE			
3/25/24	OUT OF STATE			
3/26/24	OUT OF STATE			

3/27/24	OUT OF STATE			
3/28/24	OUT OF STATE			
3/29/24	OUT OF STATE			
3/30/24	OUT OF STATE			
3/31/24	OUT OF STATE			
4/1/24	Council Meeting Prep	4:00 PM	5:30 PM	1.5
4/1/24	Council Meeting	7:00 PM	10:00 PM	3
4/2/24	In-Office Work (returning phone calls, emails, etc.), interview with Channel 7	1:00 PM	3:00 PM	2
4/3/24	In-Office Work (returning phone calls, emails, etc.), interview with Fast Company Magazine	11:00 AM	1:00 PM	2
4/4/24	Meeting with Association of the Blind	3:00 PM	4:00 PM	1
4/5/24	Visit to St. John Bosco Nursery School	10:00 AM	11:00 AM	1
4/5/24	Radio interview	12:00 PM	1:00 PM	1
4/5/24	In-Office Work (returning phone calls, emails, etc.)	1:30 PM	4:00 PM	2.5
4/8/24	Eclipse event	7:00 AM	5:00 PM	10
4/9/24	OUT OF STATE			
4/10/24	OUT OF STATE			
4/11/24	OUT OF STATE			
4/12/24	OUT OF STATE			
4/13/24	OUT OF STATE			
4/14/24	OUT OF STATE			
4/15/24	Council Meeting Prep	8:00 AM	9:00 AM	1
4/15/24	Law and Order Night, Council Meeting	6:30 PM	9:30 PM	3
4/16/24	In-Office Work (returning phone calls, emails, etc.)	11:00 AM	12:30 PM	1.5
4/17/24	In-Office Work (returning phone calls, emails, etc.)	11:00 AM	12:00 PM	1
4/18/24	Constituent meeting	10:30 AM	11:00 AM	0.5
4/18/24	In-Office Work (returning phone calls, emails, etc.)	11:30 AM	12:30 PM	1
4/19/24	Constituent meeting	10:30 AM	11:30 AM	1
4/19/24	Meeting with Watertown City School District	2:30 PM	4:00 PM	1.5
			TOTAL HOURS:	147.25

January 1, 2024 - March 31, 2024

91 Days

2/27 - 2/29/24 Out of State

-4 Days

3/22 - 3/31/24 Out of State

-10 Days

77 Days

Extend reporting time 4/1 - 4/8/24

+8 Days

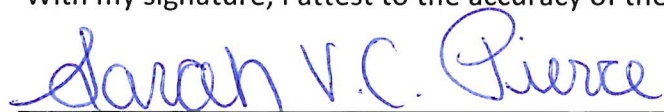
4/9 - 4/14/24 Out of State

Extend reporting time 4/15 - 4/20/24

+6 Days

91 Days

With my signature, I attest to the accuracy of the record provided above.



Signature



Date

May 24, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager
Michael A. Lumbis, Planning & Community Development Director

SUBJECT: Bid #2024-13 Thompson Park West Sector Trail Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Thompson Park West Sector Trail Project, per City specifications and publicly opened and read the sealed bids on May 16, 2024, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and fifty-five (55) potential vendors.

The Purchasing Department received three (3) sealed bid submittals and the bid tabulations are shown below:

Vendor Name, Address, Point of Contact and email address	Barrett Paving Materials Inc.	JMR Excavation LLC	Con Tech Building Systems, Inc.
	26572 NYS RT 37	PO Box 751, 1890 Sugar Maple Lane	4524 State Highway 58
	Watertown, NY 13601	Skaneateles, NY 13152	Gouverneur, NY 13642
	Patrick Dewey	Mattie Tracey	Nick Reddick
	pdewey@barrettpaving.com	office@jmrexavation.com	nreddick@contechbuilding.com
Total Base Bid	\$478,581.00	\$586,192.00	\$901,300.00
Alternate #1 (add)	\$51,704.00	\$55,790.00	\$49,996.00
Alternate #2.A (deduct)	-\$8,352.00	-\$34,000.00	-\$5,200.00
Alternate #2.B (deduct)	-\$2,587.00	-\$8,500.00	-\$1,100.00
Alternate #3.A (add)	\$23,203.00	\$4,750.00	\$3,939.00
Alternate #3.B (add)	\$30,304.00	\$29,000.00	\$45,483.00
Alternate #4 (deduct)	-\$9,400.00	-\$35,000.00	-\$15,000.00

The Purchasing Manager and Planning & Community Development Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid and alternates #1, #2.B, #3.A, and #3.B for the Thompson Park West Sector Trail Project to Barrett Paving Materials, Inc. as the lowest responsive responsible bidder at a total price of **\$581,205**.

The Base Bid includes the construction of a new walking trail starting at the North Outlook (located along the Franklin St. Entrance) across the bottom of the North Down (Kite Hill) and along a portion of the west entrance drive adjacent to the golf course, connecting to the Rotary Fitness Trail. Alternate #1 will extend the base bid portion of the trail from the Rotary Trail, past the pool area and out to East Tower Dr., creating a pedestrian connection with the main walkway system.

Alternate #2B is a deduct to change the proposed curbing in the pool area trail from granite to concrete. Alternate #3A includes electrical upgrades to provide an electrical panel and power supply for new exterior lighting and the existing golf ball dispenser. Alternate #3B includes exterior lighting, conduit and wiring improvements along the west entrance drive.

The City Council budgeted \$586,000 in ARPA funding for this project and a \$50,000 Multi-Modal Grant from the New York State Department of Transportation was secured by Senator Mark Walczyk for a total project budget of \$636,000.

The bid amount of \$581,205 plus the design and inspection fees of \$52,700 brings the final project cost to \$633,905.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park West Sector
Trail Project – Barrett Paving Materials Inc.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires the construction of an approximately 2,300 linear feet of ten (10') wide asphalt trail located in Thompson Park, across North Down and adjacent to Joseph M. Butler Jr. Drive, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for the Thompson Park West Sector Trail Project, and

WHEREAS on May 16, 2024, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Planning & Community Development Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Barrett Paving Materials, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Barrett Paving Materials, Inc. in the amount of \$581,205.00 to include:

Total Base Bid:	\$478,581
Alternate #1:	51,704
Alternate #2.B	-2,587
Alternate #3.A	23,203
Alternate #3.B	<u>30,304</u>
Total Bid Award	\$581,205

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Thompson Park West Sector Trail Project

Bid / RFP Number:

Bid #2024-13

Opening Date:

Thursday May 16, 2024 @ 11:00 AM

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

Vendor Name, Address, Point of Contact and email address

Barrett Paving Materials Inc.

JMR Excavation LLC

Con Tech Building Systems, Inc.

26572 NYS RT 37

PO Box 751, 1890 Sugar Maple Lane

4524 State Highway 58

Watertown, NY 13601

Skaneateles, NY 13152

Gouverneur, NY 13642

Patrick Dewey

Mattie Tracey

Nick Reddick

pdewey@barrettpaving.com

office@jmrexavation.com

nreddick@contechbuilding.com

Total Base Bid

\$478,581.00

\$586,192.00

\$901,300.00

Alternate #1 (add)

\$51,704.00

\$55,790.00

\$49,996.00

Alternate #2.A (deduct)

-\$8,352.00

-\$34,000.00

-\$5,200.00

Alternate #2.B (deduct)

-\$2,587.00

-\$8,500.00

-\$1,100.00

Alternate #3.A (add)

\$23,203.00

\$4,750.00

\$3,939.00

Alternate #3.B (add)

\$30,304.00

\$29,000.00

\$45,483.00

Alternate #4 (deduct)

-\$9,400.00

-\$35,000.00

-\$15,000.00

Addendum Acknowledgement (if any)

N/A

N/A

N/A

Bid Bond or Check (B / C)

B

B

B

Non-Collusive Bidding Certificate

Y

Y

Y

Certificate of Compliance with the Iran Divestment Act

Y

Y

Y

Sexual Harassment Form

Y

Y

Y

SAM's & NYS Debarred

N

N

N

Res No. 4

May 29, 2024

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Authorizing Agreement with National Grid to allow Usage of Convenience Outlets for Farm and Craft Market Vendors

The City of Watertown grants authorization each year for the Greater Watertown – North Country Chamber of Commerce to host the annual Farm and Craft Market.

The vendors who participate with the Chamber have requested to tie into the National Grid Convenience Outlets for electrical usage. The City has worked with National Grid to develop the attached Agreement for the benefit of the Chamber and their vendors, and ultimately the citizens who patronize the Market. The electrical usage will be paid by the Greater Watertown – North Country Chamber of Commerce as part of the annual authorization process each spring, based on the devices listed in Appendix 1.

The City of Watertown will provide National Grid with a letter indicating that the City is self-insured for general liability issues and will agree to defend and indemnify National Grid from against any and all claims for personal injury or property damage arising from the negligence of any of the City's officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

A Resolution is attached for City Council consideration authorizing the Convenience Outlet License Agreement.

RESOLUTION

Page 1 of 1

Authorizing Agreement with National Grid to
Allow Usage of Convenience Outlets for
Farm and Craft Market Vendors

Council Member KIMBALL, Robert O..

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown grants authorization each year for the Greater Watertown – North Country Chamber of Commerce to use the City’s public right-of-way for the purpose of the Farm and Craft Market, and

WHEREAS the Greater Watertown – North Country Chamber of Commerce desires to allow their vendors who participate and pay for space at the annual Farm and Craft Market to gain access to National Grid’s convenience outlets for electrical supply, and

WHEREAS the City of Watertown and National Grid have agreed to allow this electrical usage for the public benefit and in the best interest of its citizens,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the attached Convenience Outlet License Agreement between the City of Watertown and National Grid, a copy of which is attached and made part of this resolution, and

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

Seconded by



May 6, 2024

Via E-Mail

Eric Wagenaar, City Manager
City of Watertown
City Hall
245 Washington Street
Watertown, New York 13601-3380

Re: City of Watertown Convenience Outlets

Dear Mr. Wagenaar:

Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid” or the “Company”) writes to inform the City of Watertown (the “City”) of the procedures and customer responsibilities regarding the use of street light convenience outlets.

As noted in the Company’s correspondence to the City in August 2017, the Company currently provides unmetered energy service to convenience outlets located on some of the street lights used to serve the City. Pursuant to National Grid’s P.S.C. No. 214 – Outdoor Lighting Tariff (the “Lighting Tariff”), the “customer of record,” in this case the City, “is the responsible party for all energy related charges used through the outlet(s).”¹ (Emphasis added). The unmetered energy use is then billed under the Company’s P.S.C. No. 220 – Electricity Tariff.

The Company understands that the City and the Greater Watertown-North Country Chamber of Commerce (the “Chamber”) have reached an agreement for certain authorized vendors at the weekly farmers’ market hosted by the Chamber to use the convenience outlets. In order to facilitate that arrangement consistent with the terms of the Lighting Tariff and the Company’s obligation to provide safe and adequate service, the Company **requires** the City to:

- 1) Execute the attached convenience outlet license agreement; and
- 2) Provide a certificate of insurance, showing proof of public liability and property damage coverage, the amount and duration of coverage, and identifying National Grid as an additional insured.

¹ See Lighting Tariff, Leaf 34.

The Company welcomes the opportunity to work with the City and the Chamber and awaits the signed license agreement and certificate of insurance. In the meantime, please feel free to contact me with any questions. I can be reached at (315)771-5128 (cell phone) or by email, gerald.haenlin@nationalgrid.com

Respectfully submitted,

Jerry

Gerald J. Haenlin
Manager, Community & Customer Management

cc: Kayla Jamieson, GWNC Chamber (email)

Enclosures

CONVENIENCE OUTLET LICENSE AGREEMENT

THIS CONVENIENCE OUTLET LICENSE AGREEMENT (this “Agreement”), effective this ____ day of _____ 2024 (“Effective Date”), is by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID**, a corporation organized and existing under the laws of the State of New York, having an office at 300 Erie Boulevard West, Syracuse, New York (“Licensor”), and the **CITY OF WATERTOWN**, having its principal office at City Hall, 245 Washington Street, Watertown, New York 13601-3380 (“Licensee”). Licensor and Licensee may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Licensee seeks Licensor’s permission to allow certain duly authorized farmers’ market vendors in the City of Watertown to use convenience outlets located on street lights owned by Licensor and used to serve Licensee; and

WHEREAS, Licensor has agreed to permit Licensee and Licensee’s duly authorized farmer’s market vendor designees to make limited use of the convenience outlets, in accordance with the terms and conditions specified hereafter.

NOW, THEREFORE, the Parties, with the intent to be bound, agree as follows:

1.0. DEFINITIONS

As used in this Agreement:

1.1. “Convenience Outlets” means convenience (festoon) receptacle outlets owned by Licensor, located on lighting facilities or wood poles for the purpose of providing auxiliary, unmetered, 120 volt (“V”) alternating current (“AC”) electric service to Licensee.

1.2. “Devices” means equipment owned by Licensee or Licensee’s authorized designee that has been authorized by Licensor to connect to the Convenience Outlets for purposes of receiving electric service as set forth in a License.

1.3. “License” means a fully executed and effective revocable, non-exclusive, non-transferable, Limited License to Connect Devices to Convenience Outlets in the form of Appendix 1, authorizing Licensee or Licensee’s designee to connect Devices to the Convenience Outlets, signed by Licensee and countersigned by Licensor with an effective date listed.

2.0. GENERAL TERMS

2.1. At the request and consent of Licensee, as the primary customer of Licensor with regard to outdoor lighting facilities in the City of Watertown, and subject to the terms and conditions set forth in this Agreement, Licensor will issue to Licensee, for any lawful purpose, a License authorizing Licensee or Licensee’s designee, as an agent of Licensee, to connect the Devices to the Convenience Outlets for purposes of receiving electric service.

2.2 Licensee and Licensee's designee shall have no right to connect any equipment to the Convenience Outlets until: i) Licensee shall have first submitted to Licensor a Limited License to Connect Devices to Convenience Outlets in the form of Appendix 1, including a list of the equipment Licensee and Licensee's designee proposes to connect to the Convenience Outlets, the contact information for the owner of such equipment, specifications for the equipment, and the duration for which Licensee or Licensee's designee will use such equipment; ii) Licensor has provided a License authorizing Licensee or Licensee's designee to connect the Devices to the Convenience Outlets; and iii) Licensee has provided Licensor the certificate(s) of insurance required by this Agreement.

2.3 The Devices shall be of such material and used in such location, form and manner as to comply with the standard specifications of Licensor. Licensee shall inspect the Devices at reasonable intervals and shall ensure the same are maintained in good order and repair. All of the above actions shall be at Licensee's sole cost and expense.

2.4 Licensor does not make any representation or warranty as to the present or future strength, condition, or state of repair of the Convenience Outlets. Licensee shall by test or observation determine that the Convenience Outlets are safe and being properly used. If the integrity of any Convenience Outlet or any Devices or equipment connected thereto is in question or is marked by Licensor as unsafe, Licensee shall confirm said condition with Licensor and neither Licensee nor Licensee's designees shall use such Convenience Outlet. Licensee shall assume all risk of loss to any person(s) who may be injured or any property that may be damaged as a result of use of the Convenience Outlets.

2.5 Nothing contained herein shall be construed to confer upon or warrant to Licensee or Licensee's designees any rights of property in said Convenience Outlets. Licensor does not guarantee to Licensee or Licensee's designees the right to connect to said Convenience Outlets and maintain such License as it may have the legal right to give, and shall not be liable to Licensee or Licensee's designees in damages for any delay, obstruction or interference, whether by litigation or otherwise, with connecting the Devices to the Convenience Outlets. Licensee shall at the sole cost and expense of Licensee, comply with all laws, ordinances, rules and regulations of the state and municipal authorities and departments relating to or affecting the right of Licensee and Licensee's designees to connect the Devices to the Convenience Outlets. Licensee or Licensee's designee shall, at their respective sole cost and expense, secure and obtain any and all permits, licenses, and consents that may be necessary in connection with use of the Devices.

2.6 No use, however extended, of the Convenience Outlets by Licensee and/or Licensee's designees shall be taken as creating or vesting in Licensee or Licensee's designees any greater right than that herein expressed.

2.7 This Agreement shall continue in effect from the Effective Date until October __, 2024 (the "Term"), unless either Party gives written notice of termination to the other.

3.0. LICENSEE COVENANTS

Licensee hereby covenants in consideration of the privileges herein granted:

3.1 To pay Licensor the amount of the charge(s) as will be fixed in accordance with Licensor's P.S.C. 220 – Electricity Tariff for unmetered electric service and the specifications set forth on the License, as such charges will be reflected on a one-time bill that Licensor will issue to Licensee upon completion of the Term of this Agreement.

3.2 To authorize use of the Convenience Outlets only by farmers' market vendor designees for the purposes of temporarily operating the Devices in connection with the farmers' market.

4.0. FEES

4.1 No equipment will be permitted to connect to the Convenience Outlets if, in Licensor's sole determination, such equipment would require any rearrangements or changes to the Convenience Outlets to accommodate connecting the equipment.

4.2 If any equipment shall be found connected to a Convenience Outlet for which no License has been granted pursuant to this Agreement, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may: (i) impose a fee; (ii) require Licensee or Licensee's designee to disconnect such equipment; or (iii) require Licensee to make an application for a License to connect such equipment pursuant to this Agreement. For the purpose of determining the fee, absent evidence satisfactory to Licensor to the contrary, the unlicensed use shall be treated as having existed for a period beginning on the date of this Agreement. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use.

4.3 Payment for all reimbursable fees shall be received by Licensor within thirty (30) days of date of invoice. Late fees of 1.5 percent per month will be applied to all outstanding balances in excess of thirty (30) days. Failure to pay all reimbursable fees and late fees on the specified date may, in the sole determination of Licensor, be deemed a material default by Licensee under this Agreement.

4.4 Upon payment of any fees, submittal of the required insurance certificate, issuance of the License, and full compliance with the terms and conditions detailed herein, Licensor will permit Licensee and Licensee's designees to connect the Devices to the Convenience Outlets.

5.0. LIABILITY

In consideration of the privileges granted herein, Licensee shall defend, protect, indemnify, and save harmless Licensor from and against any and all loss resulting from injury (including injuries to the employees or damage to the property of Licensor arising out of, resulting from, or in any manner caused by the presence, use of maintenance of said Devices to

the Convenience Outlets, or by the acts or omissions of Licensee's agents, employees, or designees while engaged in the work of connecting, placing, maintaining, or renewing said Devices to the Convenience Outlets, or of removing them therefrom; and such loss shall include all costs, charges, expenses, and attorneys' fees reasonably incurred in connection with such injury or damage and, also, any payments made by Licensor to its injured employees or to their relatives or representatives in conformity with the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to any employee by accident in the course of employment, whether based on negligence on the part of its injured employees by virtue of any collective bargaining agreement or employee's benefit plan.

6.0. INSURANCE

6.1 Prior to any use of the Convenience Outlets, and during the entire term of this Agreement and any amendments thereto, Licensee and Licensee's designees, as required by Licensee, must procure and maintain insurance in the kinds and amounts listed below:

Commercial General Liability ("CGL") Insurance, covering all operations to be performed by or on behalf of Licensee under or in connection with this Agreement, with minimum limits of:

Combined Single Limit:	\$1,000,000 per occurrence
General Aggregate & Product Aggregate:	\$2,000,000 each

6.2 Coverage shall include: contractual liability (with this Agreement being included under the definition of "Insured Contract" thereunder), public liability insuring for the injuries to person (including death of anytime resulting therefrom) and damage to property, resulting or arising from or connected with Licensee's or Licensee's designees' operations under this Agreement. This policy shall contain a separation of insureds condition. The retroactive date shall not precede the Effective Date and coverage shall be maintained continuously for the duration of this Agreement and for at least two years after completion of the Term.

6.3 Licensee shall include Licensor as an additional insured on Licensee's required liability insurance policies with respect to the activities governed by this Agreement. Licensor shall be identified as an additional insured as follows: "Niagara Mohawk Power Corporation d/b/a National Grid."

6.4 Neither Licensee nor any of Licensee's designees shall connect any Devices to the Convenience Outlets until Licensor has been furnished with a completed certificate(s) of insurance showing that Licensee, and, if applicable, such of Licensee's designees has complied with this Insurance Article. Licensee shall provide at least thirty (30) days' prior written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced. Such certificate of insurance, and any renewals or extensions thereof, shall outline the coverages and limits required, including the amount of deductibles or self-insured retentions which shall be for the account of Licensee, and shall be sent to the following address:

Niagara Mohawk Power Corporation
Attn.: Risk Management, Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

6.5 If any insurance coverage is not secured, maintained or is cancelled before final payment by Licensee to Licensor and Licensee fails immediately to procure other insurance as specified, Licensor reserves the right to procure such insurance and to add the cost thereof to any sum due Licensor under this Agreement.

6.6 Nothing contained in these insurance requirements is to be construed as limiting the extent of any of the Party's responsibility for payment of damages resulting from Licensee's or Licensee's designees' use of the property or limiting, diminishing or waiving any of the Party's obligation to indemnify, defend and save harmless the other as set forth in this Agreement.

6.7 It is the intent of the Parties that the liability insurance placed in accordance with the provisions of this Section shall be primary insurance and shall protect Licensor and Licensee from losses arising from the performance of this Agreement.

6.8 Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in this Section. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in this Section):

6.8.1 Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

6.8.2 Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and

6.8.3 Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

7.0. ASSIGNMENTS AND TRANSFERS

Licensee shall not assign this Agreement or any rights in or under the same without the written consent of Licensor first obtained. Any assignment, transfer, or subletting of this Agreement or any licenses by Licensee shall be null and void, unless written approval or consent has been granted by Licensor. Subject to the foregoing, however, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.

8.0. AMENDMENTS AND MERGER

This Agreement supersedes all previous agreements between the Parties for use of the Convenience Outlets by Licensee or Licensee's designees and constitutes the entire agreement between the Parties. This Agreement may not be modified or amended nor may any obligation of either Party be changed or discharged except in writing signed by the duly authorized representative of the Party to be charged.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID (Licensor)

By:(signature) _____

Name: _____

Title: _____

Date: _____

THE CITY OF WATERTOWN (Licensee)

By: (signature) _____

Name: _____

Title: _____

Date: _____

Appendix 1
Limited License to Connect Devices to Convenience Outlets

Device Description; Specifications (wattage)	Authorized Designee's Contact Information	Convenience Outlet Location	Duration of Use
Mini Fridge, 120V	Andrew Sylvester – Adam's Cheese Shop (315)783-3250	19	9 hours
Cash register, radio – 30 watts	Chris & Loren Bush – Bushgardens (315)783-8642	23	8 hours
Box fan, 110V	Patrick Caldwell – C&J Old Fashioned Kettle Corn (315) 405-6327	City Hall Electric Box	8 hours
iPad/iPhone, small fan, small speaker, 30 watts	Lori Randazzo – Coyote Moon Vineyards (315)686-5600	11	8 hours
3 chest freezers, hot plate, crock pot, microwave, fan, 2 friers – 80 amps, 700 watts	Doug LaMont – LaMont's Food Fair (315)775-3094	City Hall Electric Box	9 hours
Cash register, fan – 30 watts	Shari Simmons – Simmons Farm (315)767-0240	11	5 hours
Coffee makers – 40 amps	Scott Gilbert – Tug Hill Artisan Roasters (307) 216-0466	City Hall Electric Box	9 hours
Amplifier(s) to include microphone(s) and instruments depending on musician.	Weekly Musician – contact GWNC Chamber (315)788-4400	City Hall Electric Box	2.5 hours

Licensee (Signature) _____ Date _____

Name _____

Title _____

Licensor (Signature) _____ Date _____

Name _____

Title _____

Effective Date of License _____

Res No. 5

May 29, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2024-05 Maintenance Repairs of Main Avenue Interceptor Sewer
River Crossing
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Maintenance Repairs of Main Avenue Interceptor Sewer River Crossing, per City specifications and publicly opened and read the sealed bids on April 23, 2024, at 3:00 p.m. EST. Bids were provided to seven (7) plan houses and fifty-four (54) potential vendors.

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

Vendor Name, Address and Point of Contact	D.C. Building Systems, Inc.
	1015 Water Street
	Watertown, NY 13601
	Robert L. Porter rporter@dc-buildingsystems.com
Total Base Bid	\$798,683.00

The Purchasing Manager and Engineering Department in consultation with C&S Companies reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for Maintenance Repairs of Main Avenue Interceptor Sewer River Crossing to D.C. Building Systems, Inc. as the lowest responsive responsible bidder at a total price of **\$798,683.00**.

The Maintenance Repairs of Main Avenue Interceptor Sewer River Crossing will be funded by Sewer Fund transfers from Fiscal Year 2022-23 in the amount of \$400,000 and Fiscal Year 2023-24 in the amount of \$300,000 along with \$350,000 in American Rescue Plan Act of 2021 funds (contingent on capital budget readoption).

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

RESOLUTION

Page 1 of 1

Accepting Bid for Maintenance Repairs of Main
Avenue Interceptor Sewer River Crossing –
D.C. Building Systems, Inc.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires the maintenance repairs of the sewer utility bridge and pipeline that crosses the Black River from Main Avenue to Newell Street, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the Maintenance Repairs of Main Avenue Interceptor Sewer River Crossing, and

WHEREAS on April 23, 2024, at 3:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department in consultation with C&S Companies and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by D.C. Building Systems, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from D.C. Building Systems, Inc. in the amount of \$798,683.00, and

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

Seconded by _____

**CITY OF WATERTOWN, NEW YORK**

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Maintenance Repairs of Main Avenue Interceptor Sewer River Crossing

Bid / RFP Number:

Bid #2024-05

Opening Date:

Tuesday April 23, 2024 @ 3:00 PM

*The following results are bids as presented at the bid opening and do not represent an award.***Vendor Name, Address and Point of Contact****D.C. Building Systems, Inc.**

1015 Water Street

Watertown, NY 13601

Robert L. Porter

rporter@dc-buildingsystems.com**Total Base Bid****\$798,683.00**

Addendum Acknowledgement (if any)

Y

Bid Bond or Check (B / C)

B

Non-Collusive Bidding Certificate

Y

Certificate of Compliance with the Iran Divestment Act

Y

Sexual Harassment Form

Y

SAM's & NYS Debarred

Res No. 6

May 29, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2023-24 through 2027-28 Capital Fund Budget – Main Avenue / Newell Street Utility Bridge

Included in the Fiscal Years 2022-23 and 2023-24 Capital Budget was the Main Avenue / Newell Street Utility Bridge project at an estimated cost of \$700,000 which was funded with transfers from the Sewer Fund.

In tonight's agenda, City Council was presented with a resolution to accept the bid submitted by D.C. Building Systems, Inc. in the amount of \$798,683. C&S Engineers has already been engaged to provide design and construction inspection services in the amount of \$216,500.

A summary of the total project costs are as follows:

Design and Construction Inspection - C&S Engineers

Base Contract	\$ 19,500	
Supplemental agreement #1	<u>\$196,500</u>	\$ 216,000
Construction – D.C. Building Systems, Inc		798,683
Contingency		<u>35,317</u>
Total		\$1,050,000
Sewer Fund Transfers		<u>(700,000)</u>
Funding Shortfall		<u>\$ (350,000)</u>

At the City Council budget work session held on May 28th City Council informally agreed to allocate \$350,000 of American Rescue Plan Act of 2021 funds to cover the project shortfall. Accordingly, the attached resolution has been prepared for City Council ratification.

RESOLUTION

Page 1 of 1

Readopting Fiscal Years
2023-24 through 2027-28
Capital Budget – Main Avenue Interceptor
Sewer River Crossing –
D.C. Building Systems, Inc.

Council Member KIMBALL, Robert O.
Council Member OLNEY III, Clifford G.
Council Member RUGGIERO, Lisa A.
Council Member SHOEN, Benjamin P.
Mayor PIERCE, Sarah V.C.
Total

YEA	NAY

Introduced by _____

WHEREAS on June 6, 2022 the City Council adopted the Fiscal Years 2022-23 through 2026-27 Capital Budget which included the Main Avenue / Newell Street Utility Bridge project at an estimated cost of \$400,000 which was funded by a transfer from the Sewer Fund, and

WHEREAS on June 5, 2023 the City Council adopted the Fiscal Years 2023-24 through 2027-28 Capital Budget which provided an additional \$300,000 of funding for the project by a transfer from the Sewer Fund, and

WHEREAS the City has contracted with C&S Engineers for the design and construction inspection services related to the project in the amount of \$216,000, and


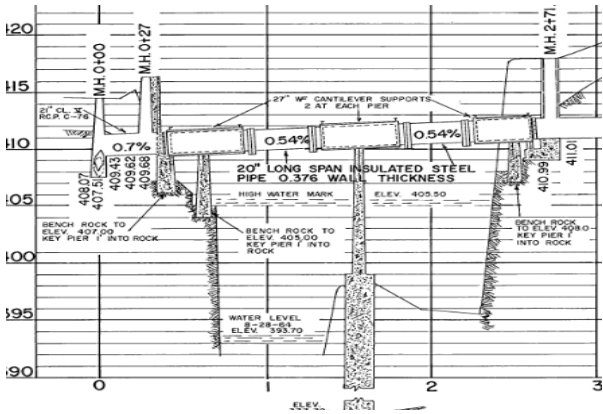
WHEREAS the City has received a bid for the construction of the project from D.C. Building Systems, Inc. in the amount of \$798,683 which when combined with the engineering services and a contingency amount of \$35,317 results in a funding shortfall of \$350,000 and,

WHEREAS the City has sufficient unallocated American Rescue Plan Act of 2021 funds to cover the project funding gap,


NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2023-24 through 2027-28 Capital Budget to allocate \$350,000 of American Rescue Plan Act of 2021 funds to the project.

Seconded by _____

FISCAL YEAR 2022-2023 CAPITAL BUDGET INFRASTRUCTURE SANITARY SEWER

PROJECT DESCRIPTION	COST
<p data-bbox="159 443 1029 478">Main Avenue / Newell Street Utility Bridge Rehabilitation</p> <p data-bbox="159 520 1240 663">This request is for the rehabilitation of the utility bridge carrying a 20" steel sanitary sewer main, approximately 200 feet in length across the Black River. The bridge & pipeline was constructed in 1965 and is due for rehabilitation including painting of the support structure and replacement of damaged insulation on the pipe itself.</p>   <p data-bbox="159 1860 1122 1929">Funding to support this project will be from a transfer from the Sewer Fund (G.9950.0900).</p>	<p data-bbox="1284 443 1446 478">\$400,000</p>
TOTAL	\$400,000

**FISCAL YEAR 2023-2024
CAPITAL BUDGET
INFRASTRUCTURE
SANITARY SEWER**

PROJECT DESCRIPTION	COST
<p>Main Avenue Sewer Bridge</p> <p>This request is to execute the design plans which have been prepared by C&S Engineering for rehabilitation of the sewer utility bridge & pipeline that crosses the Black River from Main Avenue to Newell Street. The work will include repair and painting of steel members, installation of protective pipe wrap which is either damaged or missing and relining of the pipeline with a cured in place liner system.</p>  <p>Funding to support this project will be from a Fiscal Year 2022-23 transfer from the Sewer Fund of \$400,000 and the balance to be funded from a Fiscal Year 2023-24 transfer from the Sewer Fund of \$300,000 (G.9950.0900).</p>	<p>\$700,000</p>
TOTAL	\$700,000

Res No. 7

May 29, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2023-24 through 2027-28 Capital Fund Budget – Massey Street Fire Station Front Apron Replacement Project

Included in the Fiscal Year 2023-24 Capital Budget was the Massey Street fire station front apron replacement project at an estimated cost of \$120,000 funded by the American Rescue Plan Act.

On July 3, 2023 City Council re-adopted the Fiscal Years 2023-24 through 2027-28 Capital Budget to delete or reduce various projects including the Massey Street fire station front apron replacement project due to lack of available American Rescue Plan Act funds. However, based on the amount of cuts approved there does remain a sufficient level of ARPA funds available to still complete this project.

At the City Council budget work session held on May 28th City Council informally agreed to re-instate the American Rescue Plan Act funding for the project. Accordingly, the attached resolution has been prepared for City Council ratification.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2023-24 through
2027-28 Capital Fund Budget – Massey Street
Fire Station Front Apron Replacement Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 5, 2023 the City Council adopted the Fiscal Years 2023-24 through 2027-28 Capital Budget, and

WHEREAS the Fiscal Year 2023-24 Capital Budget included the Massey Street fire station front apron replacement project at an estimated cost of \$120,000 to be funded with American Rescue Plan Act funds, and

WHEREAS on July 3, 2023 the City Council re-adopted the Fiscal Years 2023-24 through 2027-28 Capital Budget to delete or reduce various projects including the Massey Street fire station front apron replacement project due to lack of available American Rescue Plan Act funds, and

WHEREAS due to the amount of American Rescue Plan Act funded projects that were deleted or reduced on July 3, 2023 adequate American Rescue Plan Act Funds remain to re-instate the Massey Street fire station front apron replacement project,

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2023-24 through 2027-28 Capital Budget to add back the Massey Street fire station front apron project with funding of \$120,000 coming from the American Rescue Plan Act.

Seconded by _____

**FISCAL YEAR 2023-2024
CAPITAL BUDGET
FACILITY IMPROVEMENTS
FIRE**

PROJECT DESCRIPTION	COST
<p>Emma Flower Fire Station – Front Apron Replacement</p> <p>The front apron at the Massey St. fire station needs repair/replacement. The paved and concrete portions of the front apron date back to the original construction in the early 1990's. Years of fluctuating weather conditions and wear from heavy vehicles have created the need for this work.</p>  <p>Funding to support this project will be from the American Rescue Plan Act of 2021.</p>	<p>\$120,000</p>
TOTAL	\$120,000

LOCAL LAW

Page 1 of 2

A Local Law Amending the Code of the
City of Watertown Chapter 271, Taxation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A Local Law amending the Code of the City of Watertown Chapter 271, Taxation.

WHEREAS the City Council of the City of Watertown wishes to encourage the development of commercial and residential properties, and

WHEREAS the City Council of the City of Watertown recognizes that real property tax exemption programs can serve as an incentive for the development of real property in the City, and

WHEREAS §485-a of the Real Property Tax Law allows for the adoption of a local law instituting a real property exemption for the increase in assessments attributable to the conversion of non-residential property to mixed-use property, and

WHEREAS it is the desire of the City Council of the City of Watertown to amend its City Code to enact said exemption,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown that a Local Law is hereby enacted amending City Code Chapter 271, Taxation, by the addition of Article XI titled "Residential-Commercial Urban Exemption", and

BE IT FURTHER ENACTED that Article XI §271-83 entitled "Purpose" be added to the City Code to read as follows:" The purpose of this article is to establish real property tax exemptions on certain conversions to mixed-use buildings pursuant to §485-a of the Real Property Tax Law of the State of New York", and

BE IT FURTHER ENACTED that Article XI §271-84 entitled "Exemption Established" be added to the City Code to read as follows:" The assessment increases as a result of the conversion of non-residential real property to mixed-use real property in accordance with the provisions of §485-a of the Real Property Tax Law of the State of New York, are exempt from City taxes", and

LOCAL LAW

Page 2 of 2

A Local Law Amending the Code of the
City of Watertown Chapter 271, Taxation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon being filed with the New York State Office of the Secretary of State.

Seconded by Council Member Clifford G. Olney III

LOCAL LAW

Page 1 of 2

A Local Law Imposing a Moratorium
On the Sale of Tax Liens for the
Nonpayment of Real Property Taxes

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A local law to impose a moratorium on the sale of tax liens under Sections 135-139 of the City of Watertown Charter.

WHEREAS, the City of Watertown Charter Sections 135-139 provide that the City of Watertown Comptroller shall auction tax liens as a means of enforcing and collecting unpaid real property taxes; and

WHEREAS, the City Council desires to enact a moratorium pursuant to its legislative powers and to preserve for the City Council on behalf of the residents of the City of Watertown the ability to deliberately review the provisions of the City Charter related to enforcement and collection of unpaid real property taxes to determine if permanent comprehensive local legislation is necessary and in the best interests of the City in light of recent changes in law arising from the United States Supreme Court decision in *Tyler v. Hennepin County*.

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York, as follows:

Scope of Moratorium: Notwithstanding the provisions set forth in City of Watertown Charter Sections 135-139 or any other provision to the contrary, the City of Watertown Comptroller shall not auction the tax liens referenced in such sections of the City Charter during the effective period of this Local Law.

Term: This moratorium shall be in effect for a period of six (6) months from the effective date.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the

LOCAL LAW

Page 2 of 2

A Local Law Imposing a Moratorium
On the Sale of Tax Liens for the
Nonpayment of Real Property Taxes

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

controversy in which such judgment or order shall be rendered.

State Environmental Quality Review Act (SEQRA): The City Council has considered the provisions of Article 8 of the Environmental Conservation Law (“SEQRA”) and the regulations adopted thereunder at 6 NYCRR Part 617 and finds this Local Law to be a Type II Action as defined therein. Therefore, no further review is required under SEQRA.

Effective Date: This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State.

Seconded by Council Member Clifford G. Olney III

Propose Local Law No. 2 of 2024

May 20, 2024

To: The Honorable Mayor and City Council

From: Brian Phelps, City Assessor

Subject: Proposed Local Law No. 2 of 2024 - A Local Law Amending the Code of the City of Watertown Chapter 271, Taxation

Per City Council's instructions following the May 13th work session I have prepared and attached a proposed local law implementing the RPTL 485-a Mixed Use exemption.

The exemption would exempt from City taxes the increase attributable to the conversion of commercial property to mixed-use for a period of 8 years and partial exemption for an additional 4 years.

The minimum cost of conversion must be greater than \$10,000. City Council is free to set a higher minimum if desired.

A public hearing will need to be set to consider the local Law. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on June 3, 2024.

The local law will become effective following filing with the NYS Secretary of State. At that time the exemption can be considered by Jefferson County, General Brown School and Watertown Central School.

Proposed Local Law No. 3 of 2024

May 15, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: A Local Law Imposing a Moratorium on the Sale of Tax Liens for the Nonpayment of Real Property Taxes

On May 25, 2023 the United States Supreme Court's decision in the Tyler v. Hennepin County case regarding surplus proceeds of *in rem* foreclosures held that an *in rem* tax enforcement proceeding that allows for the tax collecting entity to retain any excess or overage from the proceeds garnered from the tax collection process is a taking in violation of the United States Constitution's Takings Clause.

As a result, the New York State Assembly and Senate passed a bill in June 2023 that would have established a temporary moratorium prohibiting all tax districts from foreclosing on real property for delinquent taxes until June 30, 2024. Additionally, this moratorium was to provide the state time to amend its laws related to municipal foreclosure procedures for compliance with the Tyler decision. However, this law was vetoed by Governor Hochul in December 2023.

The City canceled its June 2023 tax sale certificate auction as it first awaited guidance from the state and then our counsel on modifying the City Charter for compliance with the decision and revised state laws.

The state budget, which was just recently adopted in late April 2024, contained changes to the state's property tax laws in order to comply with the Supreme Court's decision. The City can now start to model its required City Charter changes. However, this is a complex issue without enough time to have completed prior to the City's June tax sale auction. Accordingly, a local law has been provided for City Council consideration to establish a temporary moratorium on the City's tax sale auction process.

Staff recommends that City Council schedule a public hearing for 7:15 p.m. on June 3, 2024.