

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, June 16, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, June 16, 2025, 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 Section 253-17 and 253-77 of the City of Watertown Code of the City of Watertown
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RESOLUTIONS

- | | |
|--------------------|--|
| Resolution No. 1 - | Accepting Bid for Process Chemicals – WTP Thatcher Company of NY, Inc. |
| Resolution No. 2 - | Accepting Bid for Process Chemicals – WTP Slack Chemical Co., Inc. |
| Resolution No. 3 - | Accepting Bid for Process Chemicals – WTP Kemira Water Solutions Inc. |
| Resolution No. 4 - | Accepting Bid for Process Chemicals – WTP Nalco Company LLC |
| Resolution No. 5 - | Accepting Bid for Process Chemicals – WTP Brenntag Northeast LLC |
| Resolution No. 6 - | Accepting Bid for Process Chemicals – WTP Univar Solutions USA, LLC |

- Resolution No. 7 - Accepting Proposal for Mowing Services – Code & Ordinance Enforcement DeCom II
- Resolution No. 8 - Accepting Proposal for Mowing Services – Code & Ordinance Enforcement Blue Owl Contracting, LLC
- Resolution No. 9 - Accepting Bid for Live Streaming & Video Production Services – Steve Weed Productions
- Resolution No. 10 - Readopting Fiscal Year 2025-26 General Fund Budget and Approving Fire Department Temporary Over-hire of Four Firefighters
- Resolution No. 11 - Designating the Official City Flag of the City of Watertown
- Resolution No. 12 - Authorizing Application for FEMA Fire Prevention and Safety Grant
- Resolution No. 13 - Authorizing Agreement with National Grid to Allow Usage of Convenience Outlets for Farm and Craft Market Vendors
- Resolution No. 14 - Adopting Rules of Conduct for Public Meetings of the City Council
- Resolution No. 15 - Accepting Proposal for Huntington Street Watermain Replacement Project – Surveying, Design and Bidding GYMO, DPC
- Resolution No. 16 - Accepting Bid for Rescue Boat – Watertown Fire Department (WFD) - Morgan Inland LLC

ORDINANCES

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

LOCAL LAW

- Proposed Local Law A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

OLD BUSINESS

Proposed Local Law A Local Law Amending Section 253-17 and 253-77 of the
City of Watertown Code of the City of Watertown

STAFF REPORTS

1. Sale of Surplus Hydro-Electricity – May 2025
2. Sale of Tax Revenue – May 2025

NEW BUSINESS

EXECUTIVE SESSION

To discuss proposed, pending or current litigation.

ADJOURNMENT

WORK SESSION

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
July 7, 2025.**

Res Nos. 1, 2, 3, 4, 5, 6

June 16, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2025-06 Process Chemicals - WTP
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Process Chemicals for the Water Treatment Plant, per City specifications and publicly opened and read the sealed bids on April 29, 2025, at 11:00 a.m. EST. Invitations to bids were provided to seven (7) plan houses and twenty-three (23) potential vendors.

The Purchasing Department received eleven (11) sealed bid submittals, and the bid tabulations are attached.

The Purchasing Manager and WTP Chief Operator, Chad Vieth reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for Process Chemicals -WTP for the fiscal period of July 1, 2025 – June 30, 2026, as follows:

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Chlorine Liquid	Ton	30	\$ 3,698.42	\$110,952.60	Slack Chemical Co.
Copper Sulfate, Size B	Ton	1			NO BIDS SUBMITTED
Sodium Silicate Liquid	Ton	340	\$457.37	\$154,485.80	Slack Chemical Co.
Hydrofluosilicic Acid Solution	Ton	20	\$747.32	\$14,946.40	Slack Chemical Co.
Aluminum Sulfate Liquid	Ton	500	\$569.00	\$284,500.00	Thatcher Company of NY, Inc.
Powdered Activated Carbon	Ton	4	\$2,900.00	\$11,600.00	Brenntag Northeast LLC
Polyaluminum Chloride	Ton	65	\$549.00	\$35,685.00	Kemira Water Solutions Inc.
Soda Ash	Ton	130	\$551.54	\$71,700.20	Univar Solutions USA, LLC
20% Sodium Permanganate Solution	Ton	52	\$2,601.24	\$135,264.48	Slack Chemical Co.
Polymers-8102 Plus.61 CAT-FLOC	Ton	15	\$1.55/LB	\$46,500.00	Nalco Company LLC
Nalco Polymers 8181	Ton	1	\$2.35/LB	\$4,700.00	Nalco Company LLC

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

RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals – WTP
Thatcher Company of NY, 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 to purchase various process chemicals, on an as needed basis, for use at the City's Water Treatment Plant for the fiscal period of July 1, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received eleven (11) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 29, 2025, 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 WTP Chief Operator, Chad Vieth, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Thatcher Company of NY, Inc. as detailed below,

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Aluminum Sulfate Liquid	Ton	500	\$ 569.00	\$284,500.00	Thatcher Company of NY, Inc.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Thatcher Company of NY, Inc. per the pricing schedule proposed, for the purchase of Aluminum Sulfate Liquid for use at the City's Water Treatment Plant.

Seconded by _____

RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals – WTP
Slack Chemical Co., 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 to purchase various process chemicals, on an as needed basis, for use at the City's Water Treatment Plant for the fiscal period of July 1, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received eleven (11) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 29, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the WTP Chief Operator, Chad Vieth, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Slack Chemical Co. Inc. as detailed below,

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Chlorine Liquid	Ton	30	\$ 3,698.42	\$110,952.60	Slack Chemical Co.
Sodium Silicate Liquid	Ton	340	\$457.37	\$154,485.80	Slack Chemical Co.
Hydrofluosilicic Acid Solution	Ton	20	\$747.32	\$14,946.40	Slack Chemical Co.
20% Sodium Permanganate Solution	Ton	52	\$2,601.24	\$135,264.48	Slack Chemical Co.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bids received from Slack Chemical Co. Inc. per the pricing schedule proposed, for the purchase of Liquid Chlorine, Sodium Silicate Liquid, Hydrofluosilicic Acid Solution, and 20% Sodium Permanganate Solution for use at the City's Water Treatment Plant.

Seconded by _____

RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals – WTP
Kemira Water Solutions 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 to purchase various process chemicals, on an as needed basis, for use at the City's Water Treatment Plant for the fiscal period of July 1, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received eleven (11) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 29, 2025, 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 WTP Chief Operator, Chad Vieth, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Kemira Water Solutions Inc. as detailed below,

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Polyaluminum Chloride	Ton	65	\$ 549.00	\$35,685.00	Kemira Water Solutions Inc.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Kemira Water Solutions Inc. per the pricing schedule proposed, for the purchase of Polyaluminum Chloride for use at the City's Water Treatment Plant.

Seconded by _____

RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals – WTP
Nalco Company LLC

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 to purchase various process chemicals, on an as needed basis, for use at the City's Water Treatment Plant for the fiscal period of July 1, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received eleven (11) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 29, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the WTP Chief Operator, Chad Vieth, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Nalco Company LLC as detailed below,

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Polymers-8102 Plus.61 CAT-FLOC	Ton	15	\$1.55/LB	\$46,500.00	Nalco Company LLC
Nalco Polymers 8181	Ton	1	\$2.35/LB	\$4,700.00	Nalco Company LLC

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bids received from Nalco Company LLC per the pricing schedule proposed, for the purchase of Polymers-8102 Plus.61 CAT-FLOC and Nalco Polymers 8181 for use at the City's Water Treatment Plant.

Seconded by _____

RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals – WTP
Brenntag Northeast LLC

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 to purchase various process chemicals, on an as needed basis, for use at the City's Water Treatment Plant for the fiscal period of July 1, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received eleven (11) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 29, 2025, 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 WTP Chief Operator, Chad Vieth, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Brenntag Northeast LLC as detailed below,

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Powdered Activated Carbon	Ton	4	\$ 2,900.00	\$11,600.00	Brenntag Northeast LLC

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Brenntag Northeast LLC per the pricing schedule proposed, for the purchase of Powdered Activated Carbon for use at the City's Water Treatment Plant.

Seconded by _____

RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals – WTP
Univar Solutions USA, LLC

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 to purchase various process chemicals, on an as needed basis, for use at the City's Water Treatment Plant for the fiscal period of July 1, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received eleven (11) sealed bids for Process Chemicals - WTP, and


WHEREAS on April 29, 2025, 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 WTP Chief Operator, Chad Vieth, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Univar Solutions USA, LLC as detailed below,

Chemical	UOM	Est. Annual Usage	Fiscal Year 2025-2026		Recommended Vendor
			Unit Price	Extended Price	
Soda Ash	Ton	130	\$ 551.54	\$71,700.20	Univar Solutions USA, LLC

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Univar Solutions USA, LLC per the pricing schedule proposed, for the purchase of Soda Ash for use at the City's Water Treatment Plant.

Seconded by _____

			CITY OF WATERTOWN, NEW YORK											
			CITY HALL											
			245 WASHINGTON STREET											
			WATERTOWN, NEW YORK 13601-3380											
			Project:				Process Chemicals for the Water Treatment Plant							
			Bid / RFP Number:				Bid #2025-06							
			Opening Date:				TUESDAY, APRIL 29, 2025 @ 11:00 AM							
			<i>The following results are bids as presented at the bid opening and do not represent an award.</i>											
Vendor Name, Address, Point of Contact, and email address			Nalco Company LLC		Kemira Water Solutions, Inc.		ChemTrade Chemicals US LLC		Holland Company, Inc.		Thatcher Company of New York, Inc.		Slack Chemical Co., Inc.	
			1601 West Diehl Road		4321 W. 6th St.		90 East Halsey Road, Suite 200		153 Howland Ave.		PO Box 27407		PO Box 30/ 465 South Clinton St.	
			Naperville, IL 60560-1198		Lawrence, KS 66049		Parsippany, NJ 07054		Adams, MA 01220-1199		Salt Lake City, UT 84127-0407		Carthage, NY 13619	
			Julian Smith		Christina M. Imbrogno		Elizabeth Ryno		Matthew B. Holland		Michael T. Mitchell		Mary Shanahan	
			juliansmith@ecolab.com		Kwsna.bids@kemira.com		bids@chemtradelogistics.com		hcoffice@hollandcompany.com		wendy.richmond@tchem.com ; tyler.andersen@tchem.com		slack@slackchem.com	
Description	Qty.	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Chlorine Liquid	30	Ton											\$3,698.42	\$110,952.60
Copper Sulfate, Size B	1	Ton												
Sodium Silicate Liquid	340	Ton											\$454.37	\$154,485.80
Hydrofluosilicic Acid Solution	20	Ton											\$747.32	\$14,946.40
Aluminum Sulfate Liquid (PER DRY WT.)	500	Ton			\$729.00	\$364,500.00	\$610.00	\$305,000.00	\$706.00	\$353,000.00	\$569.00	\$284,500.00		
Powdered Activated Carbon	4	Ton												
Polyaluminum Chloride	65	Ton			\$549.00	\$35,685.00			\$624.00	\$40,560.00				
Soda Ash	130	Ton											\$552.94	\$71,882.20
20% Sodium Permanganate Solution	52	Ton											\$2,601.24	\$135,264.48
Polymers-8102 Plus.61 CAT-FLOC	15	Ton	\$1.55/LB	\$46,500.00										
Nalco Polymers 8181	1	Ton	\$2.35/LB	\$4,700.00										
Delivery					5 days A.R.O		3-5 Days A.R.O							
Addendum Acknowledgement (if any)			Y		Y		Y		Y		Y		Y	
Bid Bond or Check (B / C)			N/A		N/A		N/A		N/A		N/A		N/A	
Non-Collusive Bidding Certificate			Y		Y		Y		Y		Y		Y	
Certificate of Compliance with the Iran Divestment Act			Y		Y		Y		Y		Y		Y	
Sexual Harassment Form			Y		Y		Y		Y		Y		Y	
Certificate of Contractor Registry			N/A		N/A		N/A		N/A		N/A		N/A	
SAM's & NYS Debarred			N		N		N		N		N		N	

			CITY OF WATERTOWN, NEW YORK													
			CITY HALL													
			245 WASHINGTON STREET													
			WATERTOWN, NEW YORK 13601-3380													
			Project:				Process Chemicals for the Water Treatment Plant									
			Bid / RFP Number:				Bid #2025-06									
			Opening Date:				TUESDAY, APRIL 29, 2025 @ 11:00 AM									
			<i>The following results are bids as presented at the bid opening and do not represent an award.</i>													
Vendor Name, Address, Point of Contact, and email address			Univar Solutions USA, LLC		Shannon Chemical Corporation		George S. Coyne Chemical Co., Inc.		Brenntag Northeast LLC		PVS Nolwood Chemicals Inc.					
			200 Dean Sievers Place		PO Box 376		3015 State Road		81 W. Huller Lane		80 Metcalfe Street					
			Morrisville, PA 19067		Malvern, PA 19355		Croydon, PA 19021		Reading, PA 19605		Buffalo, NY 14206					
			Ileana Caballero		Daniel C. Flynn		Meridith C. Haskin		Kirsten O'Donnell		Tyler Russell					
			ileana.caballero@univarsolutions.com		dcflynn@shannonchem.com		bidadministration@coynechemical.com		kirsten.o'donnell@brenntag.com		trussell@pvschemicals.com					
Description	Qty.	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price				
Chlorine Liquid	30	Ton														
Copper Sulfate, Size B	1	Ton														
Sodium Silicate Liquid	340	Ton	\$480.00	\$163,200.00			\$459.00	\$156,060.00	\$462.00	\$157,080.00	\$505.25	\$171,785.00				
Hydrofluosilicic Acid Solution	20	Ton	\$780.00	\$15,600.00												
Aluminum Sulfate Liquid (PER DRY WT.)	500	Ton														
Powdered Activated Carbon	4	Ton					\$3,839.0805	\$15,356.32	\$2,900.00	\$11,600.00						
Polyaluminum Chloride	65	Ton														
Soda Ash	130	Ton	\$551.54	\$71,700.20					\$564.00	\$73,320.00						
20% Sodium Permanganate Solution	52	Ton			\$5,177.27	\$269,218.04										
Polymers-8102 Plus.61 CAT-FLOC	15	Ton														
Nalco Polymers 8181	1	Ton														
Delivery							Sodium Silicate Liquid Min. 3,600 gal. per delivery; 7-10 business days for packaged product and 10-14 business days for bulk product delivery		Sodium Silicate Liquid: min. 3,500 gal delivery ; Powdered Activated Carbon: min. 33 bag delivery ; Soda Ash: Full truck delivery		Eff. 7/1/25 Pricing held for one year, but with quarterly protection with (15) day notice of increase from supplier, OxyChem.					
Addendum Acknowledgement (if any)			Y		Y		Y		Y		N					
Bid Bond or Check (B / C)			N/A		N/A		N/A		N/A		N/A					
Non-Collusive Bidding Certificate			Y		Y		Y		Y		Y					
Certificate of Compliance with the Iran Divestment Act			Y		Y		Y		Y		Y					
Sexual Harassment Form			Y		Y		Y		Y		Y					
Certificate of Contractor Registry			N/A		N/A		N/A		N/A		N/A					
SAM's & NYS Debarred			N		N		N		N		N					
No BID: Kuehne Chemical Co., Inc.																
No BID: Pencco, inc.																

Res Nos. 7 and 8

June 16, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: RFP #2025-02 Mowing Services – Code & Ordinance Enforcement
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified bidders for Mowing Services – Code & Ordinance Enforcement, per City specifications and publicly opened and read the sealed proposals on May 8, 2025, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and nineteen (19) potential vendors.

The Purchasing Department received two (2) sealed proposals, and the proposal tabulations are shown below:

Vendor Name, Address, Point of Contact, and Email address	Blue Owl Contracting, LLC	DeCom II
	215 William St. Apt. B	22837 Duffy Road
	Watertown, NY 13601	Watertown, NY 13601
	Andre M. Gravelle	Amanda DeHart
	blueowl.llc.24@gmail.com	admin@decomcontracting.com
Description	Cost	Cost
Hourly cost to provide mowing services	\$24.00	\$45.00/hour
Additional charges (must specify)	\$15.00 weeding/edging	\$22.50/half hour
Brush disposal transport fee	\$100.00	\$30.00 trip fee/ \$75.00 dump trailer usage
Non-lawn care items - per ton	\$145.00	\$75.00/ \$22.50 per half hour labor
Dump charge plus transport fee	\$250.00	\$10.00 plus \$30.00 fuel surcharge
Bagging clippings per bag	\$5.00	

The Purchasing Manager and Code Enforcement Supervisor reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the contract for Mowing Services – Code & Ordinance Enforcement to DeCom II as the first call vendor and Blue Owl Contracting, LLC Hauling, as the secondary call vendor, at the rates listed above.

DeCom II is the City's current vendor and performance has been satisfactory. Blue Owl Contracting LLC is a new vendor with limited references and price variances; therefore it is our recommendation to award both vendors.

This is a one-year contract commencing on July 1, 2025, with the ability to renew for three (3) additional one-year contracts, if agreeable by both parties.

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

RESOLUTION

Page 1 of 1

Accepting Proposal for Mowing Services –
Code & Ordinance Enforcement
DeCom II

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's Code Enforcement Department desires to contract with qualified, experienced skilled lawn care professionals for mowing services to be performed at privately owned, non-compliant lawns located within the City limits upon receiving a request for said services (as needed basis), and

WHEREAS the Purchasing Department advertised and received two (2) sealed proposals for Mowing Services – Code & Ordinance Enforcement, and

WHEREAS on May 8, 2025, at 11:00 a.m. the proposals received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposals received with the Code Enforcement Department and it is their recommendation that the City Council accept the proposal submitted by DeCom II (first call vendor),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the proposal received from DeCom II (first call vendor) per the rate schedule proposed, and

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

Seconded by _____

RESOLUTION

Page 1 of 1

Accepting Proposal for Mowing Services –
Code & Ordinance Enforcement
Blue Owl Contracting, LLC

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's Code Enforcement Department desires to contract with qualified, experienced skilled lawn care professionals for mowing services to be performed at privately owned, non-compliant lawns located within the City limits upon receiving a request for said services (as needed basis), and

WHEREAS the Purchasing Department advertised and received two (2) sealed proposals for Mowing Services – Code & Ordinance Enforcement, and


WHEREAS on May 8, 2025, at 11:00 a.m. the proposals received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposals received with the Code Enforcement Department and it is their recommendation that the City Council accept the proposal submitted by Blue Owl Contracting, LLC (secondary call vendor),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the proposal received from Blue Owl Contracting, LLC (secondary call vendor) per the rate schedule proposed, and

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

Seconded by _____

 1869		CITY OF WATERTOWN, NEW YORK	
		CITY HALL	
		245 WASHINGTON STREET	
		WATERTOWN, NEW YORK 13601-3380	
		Project:	Mowing Services - Code & Ordinance Enforcement
		Bid/RPF Number:	RFP #2025-02
		Opening Date:	Thursday, May 8, 2025 at 11:00 AM
<i>The following results are bids as presented at the bid opening and do not represent an award.</i>			
Vendor Name, Address, Point of Contact, and Email address	Blue Owl Contracting, LLC	DeCom II	
	215 William St. Apt. B	22837 Duffy Road	
	Watertown, NY 13601	Watertown, NY 13601	
	Andre M. Gravelle	Amanda DeHart	
	blueowl.llc.24@gmail.com	admin@decomcontracting.com	
Description	Cost	Cost	Cost
Hourly cost to provide mowing services	\$24.00	\$45.00/hour	
Additional charges (must specify)	\$15.00 weeding/edging	\$22.50/half hour	
Brush disposal transport fee	\$100.00	\$30.00 trip fee/ \$75.00 dump trailer usage	
Non-lawncare items - per ton	\$145.00	\$75.00/ \$22.50 per half hour labor	
Dump charge plus transport fee	\$250.00	\$10.00 plus \$30.00 fuel surcharge	
Bagging clippings per bag	\$5.00		
Total Bid			
Addendum Acknowledgement (if any)	N/A	N/A	
Bid Bond or Check (B / C)	N/A	N/A	
Non-Collusive Bidding Certificate	Y	Y	
Certificate of Compliance with the Iran Divestment Act	Y	Y	
Sexual Harassment Form	Y	Y	
SAM's & NYS Debarred	N	N	

Res No. 9

June 16, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Live Streaming & Video Production Services
Steve Weed Productions

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Live Streaming & Video Production Services, per City specifications and publicly opened and read the sealed bids on May 23, 2025, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and five (5) potential vendors.

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

Vendor Name, Address, Point of Contact and email address		Steve Weed Productions
		406 Tilden Street
		Watertown, NY 13601
		Steve L. Weed, Owner steve@steveweedproductions.com
Service Description	QTY	Session Cost
Digital recording of City Council Session - Regular Session, per session	1	\$300.00
Digital recording of City Council Session - Short Session, per session	1	\$200.00
Live Streaming fee per session		N/A
<u>Archival & Publicly Accessible Web Hosting Services (for prior sessions)</u>		N/A
Annual fee for one month of sessions	1	
Annual fee for three months of sessions	1	
Annual fee for six months of sessions	1	
Additional Billable Fees (if any)		

The Purchasing Manager and City Manager's Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid proposal for Live Streaming & Video Production Services to Steve Weed Productions as the lowest responsive responsible bidder at the service rates listed above.

This is a multi-year contract commencing on July 1, 2025, through December 31, 2027, with the option for two (2) one-year extensions, if agreeable by both parties.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Live Streaming & Video
Production Services –
Steve Weed Productions

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 desires to contract with a qualified vendor to provide live streaming, video production, recording, and archival services of City Council Meetings, Work Sessions, and additional requests on an as-needed basis for the period of July 1, 2025, through December 31, 2027, with the option for two (2) one-year extensions, if agreeable by both parties, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the live streaming and video production services, and

WHEREAS on May 23, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the City Manager's Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Steve Weed Productions,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Steve Weed Productions per the pricing schedule proposed, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown, or their designee, 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:

Live Streaming & Video Production Services

Bid / RFP Number:

Bid #2025-10

Opening Date:

Friday, May 23, 2025

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****Steve Weed Productions**

406 Tilden Street

Watertown, NY 13601

Steve L. Weed, Owner

steve@steveweedproductions.com**Service Description****QTY****Session Cost**

Digital recording of City Council Session - Regular Session, per session

1

\$300.00

Digital recording of City Council Session - Short Session, per session

1

\$200.00

Live Streaming fee per session

N/A

Archival & Publicly Accessible Web Hosting Services (for prior sessions)

N/A

Annual fee for one month of sessions

1

Annual fee for three months of sessions

1

Annual fee for six months of sessions

1

Additional Billable Fees (if any)

Addendum Acknowledgement (if any)

N/A

Bid Bond or Check (B / C)

N/A

Non-Collusive Bidding Certificate

Y

Certificate of Compliance with the Iran Divestment Act

Y

Sexual Harassment Form

Y

Certificate of Contractor Registry

N/A

SAM's & NYS Debarred

N

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2025-26 General Fund Budget and Approving Fire Department Temporary Over-hires of Four Firefighters

Chief Timerman has become aware of four pending firefighter position openings in the Fire Department that are expected to occur by the end of November.

- One firefighter is retiring by the end of July
- One firefighter is working through the disability retirement process
- One firefighter is also working through the disability retirement appeal process as the initial application was denied
- One firefighter is retiring by the end of November

Chief Timerman is requesting to over-hire four firefighters for an anticipated academy start date of August 4th which would result in four new firefighters being added to the line personnel on approximately December 19th.

The attached resolution re-adopts the Fiscal Year 2025-26 General Fund Budget to temporarily increase the number of firefighters positions to fifty-two.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2025-26 General
Fund Budget and Approving Fire
Department Temporary Over-hire of
Four Firefighters

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 2, 2025 the City Council passed a resolution adopting the Budget for Fiscal Year 2025-26, of which \$58,342,043 was appropriated for the General Fund, and

WHEREAS there are four pending firefighter openings expected to occur between the end of July and the end of November 2025, and

WHEREAS the Fire Chief is requesting authorization to temporarily add four additional Firefighters to minimize future overtime that would be incurred if new hires are not allowed to start until a vacancy occurs, and

WHEREAS the Fire Training Academy is expected to commence in the first week of August 2025,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves hiring four additional firefighters at this time, bringing the total Fire Department firefighter position total temporarily to four over the current budget of forty-eight (48), and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2025-26 and makes the following adjustments in the re-adopted General Fund Budget:

Appropriated Fund Balance

A.0000.0909 Fund Balance \$ 73,525

Expenditures:

A.3410.0130 Fire - Wages \$ 47,500

A.3410.0820 Fire - Retirement \$ 14,050

A.3410.0830 Fire - Social Security \$ 3,625

A.3410.0850 Fire - Health Insurance \$ 8,350

\$ 73,525

Seconded by _____

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Designating the Official City Flag of the City of Watertown

In September 2024, the City of Watertown finalized a new design for the official city flag. The design was inspired and reflects the official City Seal. Following its development, the flag has been displayed at City Hall and other municipal locations and used informally in various settings.

It was agreed to delay formal adoption to allow time for feedback from staff and members of the public. Since its introduction, feedback has been uniformly positive, and no concerns have been raised regarding the design or its use.

With the positive reception and demonstrated interest in formalizing the use of the new flag, staff recommend City Council adopt the attached resolution designating the new design as the official flag of the City of Watertown. A print copy of the flag design is attached to the resolution for the public record.

A resolution is presented for City Council consideration to designate the new design as the official flag of the City of Watertown.

RESOLUTION

Page 1 of 1

Designating the Official City Flag of the City of Watertown

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 developed a new design for the official city flag in September 2024, inspired and reflective of the official City Seal, and

WHEREAS the new city flag has been in informal use by City departments and displayed at municipal buildings and events since its creation, with the understanding that public and employee feedback would be gathered prior to formal adoption, and

WHEREAS the City has received positive feedback from residents and staff regarding the new flag design and no objections have been raised, and

WHEREAS it is now the desire of the City Council to formally designate the newly designed flag as the official flag of the City of Watertown,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the flag design attached and made part of this resolution is hereby designated as the official flag of the City of Watertown, and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to retain a copy of the official flag design in the City's permanent records and make it available for public reference.

Seconded by _____



Res. No. 12

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Application for FEMA Fire Prevention and Safety Grant

The Fire Department is seeking City Council approval to apply for grant funding under FEMA's Fire Prevention and Safety program. This will be a regional grant application submitted in collaboration with our neighboring mutual aid partners. Please see the attached memo from Fire Chief Matthew Timmerman for the details.

A resolution authorizing the application has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1
 Authorizing Application for FEMA Fire
 Prevention and Safety Grant

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 Fire Department is seeking City Council approval to apply for grant funding under FEMA’s Fire Prevention and Safety Program, and

WHEREAS the purpose of this program is for firefighters to obtain critically needed resources necessary for protecting public and emergency personnel from fire and related hazards, and

WHEREAS the City of Watertown Fire Department seeks to submit a regional grant proposal to upgrade and standardize lock box systems among mutual aid partners to improve emergency access, coordination, and public safety, and

WHEREAS the proposed project will implement the Knox E-Key system, a secure, electronic key retention and access solution that allows authorized fire personnel to access building lock boxes using encrypted, trackable electronic keys, and

WHEREAS the Knox E-Key system enhances interagency interoperability, offers an audit trail for improved accountability, and replaces outdated or incompatible hardware, thereby increasing operational efficiency during emergency responses, and

WHEREAS the project will include the acquisition of Knox E-Key hardware, software, connectivity systems, and replacement lock cylinders for existing vaults, at a total project amount not to exceed \$115,000, with the City’s share not to exceed \$5,476.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application under FEMA’s Fire Prevention and Safety Program, and

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized and directed to execute the grant application on behalf of the City of Watertown and for the City Manager or their designee to approve the grant if awarded.

Seconded by _____



CITY OF WATERTOWN FIRE DEPARTMENT

224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821



To: Manager Wagenaar and Council

From: Chief Timerman

Date: June 10, 2025

Re: FEMA Fire Prevention and Safety Grant Proposal

Manager and Council,

Since 2001, the Federal Emergency Management Agency's Preparedness Grants has helped firefighters obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The City of Watertown Fire Department has received numerous FEMA awards over the past two decades, totaling more than \$2,000,000, through their Assistance to Firefighters (AFG) and Fire Prevention and Safety (FP&S) programs.

The fiscal year 2024 Fire Prevention and Safety Grant is now open and accepting grant proposals. The department seeks permission to submit a regional grant proposal to upgrade and standardize the lock box systems for our department and those of our neighboring mutual aid partners.

Currently, our department utilizes the Knox Box system, which provides the department with round-the-clock emergency access to participating properties within the city. Property owners voluntarily install vaults containing building keys, access codes, or security cards, which are accessible to fire personnel through key retention systems installed in our fire apparatus. Some neighboring departments have their own Knox systems (incompatible with ours), while others have none – impeding access during joint responses.

Upgrading and standardizing on the Knox E-Key system will significantly enhance interoperability between departments, allowing seamless emergency access regardless of the responding agency. Additionally, the E-Key system offers improved security and an audit trail for greater accountability.

The proposed regional grant would provide:

- Knox E-Key key retention and associated hardware.
- System tracking software.
- Connectivity hardware.
- Replacement lock cylinders for existing vaults.



CITY OF WATERTOWN FIRE DEPARTMENT

224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821



To fund the project's stated goals, I seek permission to submit a regional application to the Fire Prevention and Safety grant program. The city's share of the proposal is for an amount not to exceed \$115,000. The budget is listed below. Dollar amounts are listed as not to exceed as we are still finalizing the specific amounts. The FEMA FP&S program requires the City of Watertown to provide a 5% local match. The budget below only reflects the city's portion of the overall project budget. Each participating department will be responsible for their own funding.

Regional FP&S Project Budget	
City of Watertown (lock cylinder replacement)	\$100,000 (estimated)
City of Watertown (hardware/software)	\$15,000 (estimated)
City Project Total	\$115,000 (not to exceed)
Federal Cost Share	\$109,523.81
Local Cost Share	\$5,476.19

Utilizing the FEMA Fire Prevention and Safety program to enhance our Knox Box program provides additional security and safety to participating property owners, their building occupants, and responding personnel. Programs such as these align well with FEMA FP&S goals and are prioritized for funding. The window for FP&S grant applications is currently open and all submissions must be received by Thursday, July 3rd at 5:00 pm. Should it be approved, expenditures relating to the grant would take place in the '25/'26 budget year at the earliest, '26/'27 budget year at the latest. If you would like any additional information, please don't hesitate to ask.

Respectfully submitted,

A handwritten signature in blue ink, reading "Matthew Timerman".

Matthew Timerman
Fire Chief

Res No. 13

June 16, 2025

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 its 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 or his designee is hereby authorized and directed to execute said Agreement on behalf of the City of Watertown.

Seconded by _____



June 2, 2025

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 (680) 895-2570 (cell phone) or by email, logan.eddy@nationalgrid.com.

Respectfully submitted,

Logan

Logan M. Eddy
Regional Manager, External Affairs

cc: Kayla Jamieson, GWNC Chamber (email)

Enclosures

CONVENIENCE OUTLET LICENSE AGREEMENT

THIS CONVENIENCE OUTLET LICENSE AGREEMENT (this “Agreement”), effective this ____ day of _____ 2025 (“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 __, 2025 (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 Licensors and Licensee fails immediately to procure other insurance as specified, Licensors reserves the right to procure such insurance and to add the cost thereof to any sum due Licensors under this Agreement.

6.6 Nothing contained in these insurance requirements is to be construed as limiting the extent of any of the Parties' 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 Parties' 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 Licensors 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 Licensors as an additional insured, the following provisions shall apply (in addition to those set forth in this Section):

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

6.8.3 Licensors 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 Licensors 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 Licensors. 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	Authorized Designee's Info	Convenience Outlet #	Duration of Use
Mini Fridge, 120V	Adams Cheese Shop Andrew Sylvester 315-783-3250	19	7 Hours
Cash Register, Radio, 30W	Bushgardens Chris & Loren Bush 315-783-8642	25	7 Hours
Fan, cash register 30W	Rock and Jam Yvonne Youngs 315-777-3203	23	7 Hours
Fan, speaker 30W	Holepunch Crafts Brook Jacobson 773-771-6890	23	7 Hours
Chest freezers, hot plate, microwave, fan, friers, up to (2) 20 amp circuits	LaMont's Food Fair Bondeana Burdick 315-955-4355	City Hall Box	7 Hours
Coffee makers, 40amps	Tug Hill Artisan Roasters Scott Gilbert 307-216-0466	City Hall Box	7 Hours
Box Fan, 110V	C&J Old Fashioned Kettle Corn Patrick Caldwell 315-405-5600	City Hall Box	7 Hours
Amplifier(s) to include microphone(s) and instruments depending on performer.	Weekly Musician GWNC Chamber 315-788-4400	City Hall Box or	3 Hours
Amplifier(s) to include microphone(s) and instruments depending on performer.	Weekly Musician GWNC Chamber 315-788-4400	Or City Hall Outlet	3 Hours
Fan, speaker 30W	Coyotoe Moon Vineyards Lori Randazzo 315-686-5600	11	7 Hours
Fan, cash register 30W	Simmons Farm Shari Simmons 315-767-0240	9	7 Hours

Greater Watertown – North Country Chamber of Commerce
 Kayla Jamieson, President & CEO
 315-788-4400, kayla@watertownny.com

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Adopting Rules of Conduct for Public Meetings of the City Council

To support a respectful, safe, and orderly environment during City Council meetings, City staff prepared a set of Rules of Conduct for Public Meetings. These rules were developed to supplement the existing regulations outlined in Watertown City Code §A3221-3(B) regarding Privilege of the Floor, and to address conduct expectations for all meeting attendees throughout the duration of public meetings.

The rules were finalized following internal review and discussion, and have been drafted to balance the public's right to participate in government with the need to maintain decorum and minimize disruptions.

The proposed Rules of Conduct prohibit disruptive behaviors such as heckling, interrupting, excessive movement, and the display of signage or banners. They also reinforce public safety by restricting certain items and actions, in alignment with New York Penal Law §265.01-e, which prohibits weapons in designated sensitive locations such as City Hall.

Adopting these rules by resolution will provide a clear framework for expected behavior during Council meetings and give City staff and security personnel the basis for consistent enforcement when necessary.

Staff recommends that City Council adopt the attached resolution formally approving the Rules of Conduct for Public Meetings and directing that they be posted publicly and enforced during all Council sessions.

RESOLUTION

Page 1 of 1

Adopting Rules of Conduct for Public
Meetings of the City Council

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 Council of the City of Watertown recognizes the importance of maintaining order and decorum during public meetings to ensure a safe, respectful, and productive environment for all participants, and

WHEREAS the Council affirms the public's right to participate in City government and express opinions, including criticism of City officers, employees, and policies, while also maintaining standards that discourage disruptive conduct and preserve the integrity of Council proceedings, and

WHEREAS the City Council has reviewed and finalized the Rules of Conduct to be observed during Privilege of the Floor and throughout the duration of all City Council meetings, and

WHEREAS these Rules of Conduct shall apply in conjunction with the existing procedures outlined in the Watertown City Code §A3221-3(B),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the Rules of Conduct for Public Meetings as attached to and made part of this resolution, and

BE IT FURTHER RESOLVED that these rules shall be enforced during all regular and special meetings of the City Council held in Council Chambers or any other designated meeting location, and

BE IT FURTHER RESOLVED that the City Clerk is directed to retain a copy of the Rules of Conduct in the official record and ensure the rules are publicly posted and made available to meeting attendees.

Seconded by _____



City of Watertown City Council Rules of Conduct for Public Meetings

Pursuant to the City of Watertown Resolution [name] adopted on [date], the City Council sets forth the following rules of conduct to be followed by attendees during Privilege of the Floor and the duration of all City Council meetings:

Please note: the existing rules regarding Privilege of the Floor, as outlined in Watertown City Code §A3221-3(B), remain in full effect and shall apply in conjunction with the rules below.

These rules do not prohibit public criticism of City officers or employees, including criticism of any act, omission, policy, procedure, program, or service.

- Profane, vulgar, or threatening language is not permitted.
- Conduct which disrupts another speaker's presentation, such as interrupting, heckling or clapping, is not permitted.
- Banners, flyers, or signage are not permitted.
- Backpacks, large bags, and sharp objects are not permitted.
- Food and beverages are not permitted, except for water.
- Cell phones and any other electronic devices must be placed on silent prior to entering Council Chambers.
- Attendees should minimize disruptions by limiting movement in and out of the room when possible. Reasonable accommodations will be made for medical or accessibility needs.
- Attendees are expected to remain seated. Standing is permitted if all seats are occupied or if an individual is addressing the Council.
- Attendees are expected to remain behind the barrier before, during, and after the meeting.

Individuals or groups failing to adhere to these rules will be asked to cease such disruptive conduct and failure to comply will result in their being subject to removal from the meeting.

Pursuant to New York Penal Law §265.01-e, weapons – are strictly prohibited in this building, which is designated as a sensitive location.

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Accepting Proposal for Huntington Street Watermain Replacement Project – Surveying, Design and Bidding GYMO, DPC

Included in tonight's agenda is a resolution to accept the proposal submitted by GYMO, DPC to complete professional survey, engineering design and bidding for the Huntington Street Watermain Replacement project for a fee of \$188,510.

The water main on Huntington Street is a 16-inch steel pipe installed in 1939. The pipe runs from Eastern Boulevard to Factory Street with an overall length of approximately 6900 feet. There have been approximately 10 breaks in recent years, one of which flooded the water plant and left the City and surrounding service areas with very little water service and low pressure.

The Engineering Department sent out requests for qualifications and cost proposals to ten (10) professional design firms. Six of the ten firms submitted qualification packages and cost proposals. The qualifications for all six firms were reviewed by the Engineering, Planning, Water and Public Works Departments independently and narrowed down to three. The cost proposals for the non-qualifying firms were returned unopened. The cost proposals for the three highest scoring firms were opened and it is the recommendation of the reviewing departments that GYMO, DPC be hired for the services requested.

This project was included in the Fiscal Year 2024-25 Capital Budget at an estimated cost of \$3,250,000.

RESOLUTION

Page 1 of 1

Accepting Proposal for Huntington Street Watermain Replacement Project – Surveying, Design and Bidding GYMO, DPC

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 has had approximately 10 water main breaks in recent years, one of which flooded the water plant and left the City and surrounding service areas with very little water service and very low pressure, and

WHEREAS the City Council of the City of Watertown included in the 2024-2025 Adopted Budget a capital expense in the amount of \$3,250,000 for the Huntington Street Water Main Replacement project, and

WHEREAS the City’s Engineering Department solicited qualifications and cost proposals from professional engineering firms for survey, engineering design and bidding services for the Huntington Street Water Main Replacement Project, and

WHEREAS on February 21, 2025, the Engineering Department received qualifications and cost proposals, and

WHEREAS members of the Engineering, Planning, Water and Public Works Department reviewed the qualifications and narrowed them down to three finalists, and

WHEREAS members of the Engineering, Planning, Water and Public Works Department reviewed the cost proposals of the finalists and it is their recommendation that City Council accept the proposal from GYMO, DPC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the attached cost proposal agreement received from GYMO, DPC for the fee of \$188,510, which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown or their designee is hereby authorized and directed to enter into and execute said cost proposal agreement on behalf of the City of Watertown.

Seconded by _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between [City of Watertown] (Owner) and [GYMO Architecture, Engineering & Land Surveying, D.P.C.] (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as [City of Watertown Huntington Street Water Main Replacement] (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as [Engineering Services].

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. **[List any other Owner responsibilities here].**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$	\$188,510
2.	Resident Project Representative Services	\$	
4.	Additional Services (Article 2 of Exhibit A)		

Based on a **[Number]**-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. **Invoices will include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement

by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

- A. Suspension
 - 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.
- B. Termination for Cause
1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services

performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 - 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an

adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
 42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. Terminology
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **[17 June 2025]**.

Owner:

City of Watertown

(name of organization)

By: _____

(individual's signature)

Date: 6/16/2025

(date signed)

Name: Thomas Compo, PE

(typed or printed)

Title: City Engineer

(typed or printed)

Attach evidence of authority to sign.

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

City of Watertown

245 Washington Street, Room 305B

Watertown, NY 13601

Designated Representative:

Name: Thomas Compo, P.E.

(typed or printed)

Title: City Engineer

(typed or printed)

Address:

City of Watertown

245 Washington Street, Room 305B

Watertown, NY 13601

Phone: 315-785-7740

Email: tcompo@watertown-ny.gov

Engineer:

GYMO, D.P.C.

(name of organization)

By: _____

(individual's signature)

Date: 6/16/2025

(date signed)

Name: Matthew J. Cervini, P.E.

(typed or printed)

Title: Principal, Managing Engineer

(typed or printed)

Attach evidence of authority to sign.

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

GYMO, D.P.C.

18969 U.S. Route 11

Watertown, NY 13601

Designated Representative:

Name: Matthew J. Cervini

(typed or printed)

Title: Principal, Managing Engineer

(typed or printed)

Address:

GYMO, D.P.C.

18969 U.S. Route 11

Watertown, NY 13601

Phone: 315-788-3900

Email: mcervini@gymodpc.com



SCOPE OF SERVICES

- GYMO will initiate the project with a **kickoff meeting** to confirm the scope of the project, along with confirming the project budget, proposed schedule for the project, and progress review meetings.
- Complete a **field survey** of the defined project area to serve as the base map for final design, including topographic data with one-foot contours, spot elevations, and the size and location of all existing above- and below-ground utilities, buildings, rights-of-way, easements, and other necessary features.
- **Compile a base map** that includes our survey data, and the City of Watertown provided water/CAD model along with any other available utility and survey data.
- GYMO will organize and coordinate a **project success planning work session** with representation from the City of Watertown. This session will allow the stakeholders to help the project team define a successful project outcome through several viewpoints. This communication tactic helps ensure that all the stakeholders have an opportunity to help set expectations for the project team. The deliverable for this step and follow-up sessions with the City Engineering Department will be a project execution strategy where all the viewpoints are considered and prioritized.
- Review and evaluate alternative alignments for the replacement of the existing 16-inch steel water main, considering installation within the current trench, relocation to a new alignment with abandonment of the existing main, or a combination thereof.
- Develop **preliminary design plans** to help determine the most cost-effective and technically feasible approach for main installation that also meets the priorities identified in the project's success plan session.

- Evaluate the need for and **design a temporary bypass system** to maintain water service during construction, determining the appropriate size, material, and configuration of the bypass piping.
 1. We feel that the bypass is a critical piece of the design that is unknown at this time but could have a major impact on the project cost.
 2. Our approach is to analyze the model and determine how Huntington Street can be back served with water from the side streets to minimize the length of the bypass area.

- Provide **60%, 90%, and 100% design documents** for interim review and feedback by the City of Watertown.
- Prepare **technical specifications** for bidding, incorporating City of Watertown procurement requirements and project-specific details.
- Develop and submit an application for **NYS Department of Health (DOH) approval**, including plans, specifications, fire flow tests, and hydraulic calculations.
- Coordinate design review and approvals with all applicable regulatory agencies, including NYSDOH, NYSDOT, and other relevant authorities.
- Identify and address potential environmental and permitting requirements, including stormwater management and erosion control measures.
- Develop a **construction phasing and logistics** plan to provide continuous service, minimize disruptions, and maintain public safety throughout the project.
- Provide **probable cost estimates** at key project milestones to support budgetary planning and funding strategies.
- Provide **bidding services** including, bid preparation, contractor recommendation, and assist with the awarding of the project, including responses to bidder inquiries and issuance of addenda as needed.

PROJECT SCHEDULE

- Notice to Proceed: Expected **June 17, 2025** (*pending City Council approval*)
- Project Kickoff Meeting: **June 17 through June 30**
- Field Survey Completion: We will complete field surveys by **August 15, 2025**.
- Preliminary Design Phase: We will finalize preliminary design plans by **November 14, 2025**.
- Final Design Completion: The final design will be completed and submitted by **January 30, 2025**.
- Bidding and Award: We will support the City through the bidding and contractor selection process, anticipating completion by **April 17, 2026**.

GYMO will coordinate with the City of Watertown throughout the project so all milestones are met, any challenges are proactively addressed, and the project progresses smoothly from design to implementation.

City of Watertown Huntington Street Water Main Replacement					
Line	Personnel	Unit	Quantity	Rate	Total Price
	<u>Survey</u>				
1	Site Topographic / Utility Survey, NYSDOT ROW	LS	1	\$ 28,000	\$ 28,000
	Survey Total				\$ 28,000
	<u>Design</u>				
2	Matthew Cervini, Managing Engineer	HRS	90	\$ 185	\$ 16,650
3	Mark Tompkins, Project Engineer	HRS	224	\$ 125	\$ 28,000
4	Ryan Aubertine, Design Engineer	HRS	848	\$ 110	\$ 93,280
5	Al Cuppernell, Senior Resident Project Representative	HRS	32	\$ 130	\$ 4,160
6	Jeff Proulx, Construction Executive	HRS	24	\$ 130	\$ 3,120
	Design Total				\$ 145,210
	<u>Bidding</u>				
7	Matthew Cervini, Managing Engineer	HRS	20	\$ 185	\$ 3,700
8	Mark Tompkins, Project Engineer	HRS	40	\$ 125	\$ 5,000
9	Ryan Aubertine, Design Engineer	HRS	60	\$ 110	\$ 6,600
	Bidding Total				\$ 15,300
	Total Proposed Design and Bidding Fee				\$ 188,510

June 16, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Rescue Boat – Watertown Fire Department (WFD) - Morgan Inland LLC

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for a rescue boat for the Watertown Fire Department (WFD), per City specifications and publicly opened and read the sealed bids on May 19, 2025, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and three (3) potential vendors.

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

Vendor Name, Address, Point of Contact and email address			Morgan Inland LLC	
			380 Tennant Ave. Unit 3	
			Morgan Hill, CA 95037	
			Ayyaz Khan	
			fed@miatlantic.us	
Product	Unit	QTY	Per Unit Price	Ext. Price with all Features
Rescue Boat - Equipment ONLY	Each	1	\$25,387.00	\$25,387.00
Rescue Watercraft Training	Each	1	\$5,500.00	\$5,500.00
Total Base Bid				\$30,887.00

The Purchasing Manager and Fire Department reviewed the responses, and it is their recommendation that the City Council award the total base bid for the rescue boat and rescue watercraft training to Morgan Inland LLC as the lowest responsive responsible bidder in amount of **\$30,887.00**.

The rescue boat and rescue watercraft training will be funded by the General Fund as appropriated by the City Council within the fiscal year 2023-24 Adopted Budget.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Rescue Boat –
Watertown Fire Department (WFD) -
Morgan Inland LLC

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 to purchase a rescue boat for use by the Watertown Fire Department (WFD), and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the purchase of the rescue boat and watercraft training, and

WHEREAS on May 19, 2025, at 11:00 a.m. bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Watertown Fire Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Morgan Inland LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the total base bid received from Morgan Inland LLC in the amount of \$30,887.00.

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Rescue Boat - City of Watertown Fire Department

Bid / RFP Number:

Bid #2025-05

Opening Date:

Monday, May 19, 2025

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

Morgan Inland LLC

380 Tennant Ave. Unit 3

Morgan Hill, CA 95037

Ayyaz Khan

fed@miatlantic.us

Product

Unit

QTY

Per Unit Price

Ext. Price with all
Features

Per Unit Price

Ext. Price with all
Features

Per Unit Price

Ext. Price with
all Features

Rescue Boat - Equipment ONLY

Each

1

\$25,387.00

\$25,387.00

Rescue Watercraft Training

Each

1

\$5,500.00

\$5,500.00

Total Base Bid

\$30,887.00

Addendum Acknowledgement (if any)

N/A

Bid Bond or Check (B / C)

N/A

Non-Collusive Bidding Certificate

Y

Certificate of Compliance with the Iran Divestment Act

Y

Sexual Harassment Form

Y

Certificate of Contractor Registry

N/A

SAM's & NYS Debarred

N

Ordinance No. 1

June 16, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

Included in tonight's agenda was a resolution to accept the proposal submitted by GYMO to design the Huntington Street water main reconstruction in the amount of \$188,510.

The project was included in the Fiscal Year 2024-25 Capital Budget at an estimated cost of \$3,250,000. Prior to spending any funds on the project, the City Council needs to consider the following bond ordinance to provide funding for the project.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

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.

YEA	NAY

Introduced by _____

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, on June 16, 2025, at 7:00 o'clock P.M., Eastern Time.

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

PRESENT:

ABSENT:

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

BOND ORDINANCE DATED JUNE 16, 2025.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$3,250,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF THE HUNTINGTON STREET WATER MAIN, IN AND FOR SAID CITY.

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

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

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

Section 1. For the specific object or purpose of paying the cost of the reconstruction of the Huntington Street water main, including renewal of service connections, new valves, new water hydrants, street repaving, sidewalks, curbs, landscaping, related right-of-way improvements, and storm sewer, water main and

ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

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.

YEA	NAY

sanitary sewer work along such streets and connecting streets, in and for the City, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$3,250,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$3,250,000 and that the plan for the financing thereof is by the issuance of the \$3,250,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

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

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

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

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

ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

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.

YEA	NAY

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

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

Section 9. The City Comptroller is hereby further authorized, at the sole discretion of the City Comptroller, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or

ORDINANCE

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An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

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.

YEA	NAY

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

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

(1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

ORDINANCE

Page 5 of 6

An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

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.

YEA	NAY

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

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

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

Council Member Robert O. Kimball	VOTING _____
Council Member Clifford G. Olney III	VOTING _____
Council Member Lisa A. Ruggiero	VOTING _____
Council Member Benjamin P. Shoen	VOTING _____
Mayor Sarah V.C. Pierce	VOTING _____

The ordinance was thereupon declared duly adopted.

* * * * *

APPROVED BY THE MAYOR

_____ June 16, 2025.

Mayor

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on June 16, 2025, with the original thereof

ORDINANCE

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An Ordinance Authorizing the Issuance of \$3,250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Reconstruction of the Huntington Street Water Main, in and for Said City.

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.

YEA	NAY

on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or other news media Date given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on June _____, 2025.

City Clerk

(CORPORATE SEAL)

Seconded by _____

FISCAL YEAR 2024-2025
CAPITAL BUDGET
INFRASTRUCTURE
WATER MAIN

PROJECT DESCRIPTION	COST
<p>Huntington Street (Factory Street to Eastern Boulevard)</p> <p>Installation of 6,900 feet of water main on Huntington Street from Factory Street to Eastern Blvd. This project would consist of a new 16-inch Ductile Iron Pipe water main, renewed service connections, valves, and new hydrants.</p> <p>The Huntington Street water is supplied by a 16" steel water main installed in 1939. There have been approximately 10 breaks in recent years, one of which flooded the water plant and left the city and surrounding service areas with very little water service and low pressure. The Project consists of replacement of approximately 6,900 feet of 16" steel water main on Huntington Street from Factory Street to Eastern Boulevard with 16" ductile iron pipe, renewal of all service connections, new valves, and new water hydrants.</p>  <p>Funding to support this project will be from the issuance of a 15-year serial bond with Fiscal Year 2025-26 Water Fund debt service of \$346,667.</p>	<p>\$3,250,000</p>
TOTAL	\$3,250,000

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

City Council is being asked to consider adopting a local law to create an exception to the residency requirement under Section 3 of the New York State Public Officers Law as applied to the current holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

This local law would allow for the current above-mentioned City Officers who hold these positions to reside in Jefferson County, as well as abutting, or adjacent counties, during their employment with the City of Watertown. This law will only apply to current employees holding above-mentioned City Officer titles; not new hires.

If City Council wishes to move forward with this proposed Local Law, a public hearing will need to be scheduled. Staff recommends that a public hearing be scheduled for 7:15 p.m. on Monday, July 7, 2025 to hear public input on the proposed legislation.

LOCAL LAW

Page 1 of 2

A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

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 offices of City Manager, City Engineer, and Superintendent of Public Works are local offices subject to the provisions of Section 3 of the Public Officers Law, which requires that holders of such offices be a resident of the municipal corporation within which their official functions are exercised, and

WHEREAS, Section 10(1)(ii)(a)(1) of the Municipal Home Rule Law empowers a city to adopt local laws that are not inconsistent with the constitution or any general law related to the residency of its officers and employees, and

WHEREAS, the City of Watertown can supersede Section 3 of the Public Officers Law in that it has become a special rather than general law due to the exemption of local offices of other municipal corporations from its terms, and

WHEREAS, the City Council has determined that it is in the City's best interest to enact a limited exception to the residency requirement of the Public Officers Law insofar as it relates to the current holder of the offices of City Manager, City Engineer, and Superintendent of Public Works of the City of Watertown to insure that persons with exceptional qualifications may hold such offices so long as they reside in Jefferson County or an abutting or adjacent county,

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

Authority: This local law is adopted pursuant to the provisions of § 10(1)(ii)(a)(1) of the Municipal Home Rule Law of the State of New York, which grants to local governments the authority to enact local laws regarding the qualifications of local officers which are not inconsistent with the constitution or general state statutes.

Supersession of State Law: This Local Law shall supersede Public Officers Law § 3 in its application to the current holders of the offices City Manager, City Engineer, and Superintendent of Public Works of the City of Watertown.

Residency Requirement: Any person currently holding the offices of City Manager, City Engineer, or Superintendent of Public Works of the City of Watertown as of the

LOCAL LAW

Page 2 of 2

A Local Law to Create an Exception to the Residency Requirement Under Section 3 of the New York State Public Officers Law as Applied to the Current Holders of the Offices of City Manager, City Engineer, and Superintendent of Public Works.

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

effective date of this Local Law need not be a resident of the City of Watertown so long as such person resides in the County of Jefferson or an abutting or adjacent county. This exception to Public Officers Law § 3 does not apply to future holders of the offices of City Manager, City Engineer, or Superintendent of Public Works, who must comply with the requirements of Public Officers Law § 3.

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 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.

,and

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

Seconded by _____

Old Business - Proposed Local Law

June 16, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject; A Local Law Amending Sections 253-17 and 253-77 of the Code of the City of Watertown

This Local Law was introduced at the adjourned City Council meeting on June 2, 2025. A public hearing is scheduled for 7:15 p.m. on Monday, June 16, 2025. It sets the sewer rates as required by the Adopted FY 2025-2026 Sewer Fund Budget. The Fiscal Year 2025-26 Sewer Fund Budget contains an increase of three percent (3.00%) to the general sewer usage rates.

LOCAL LAW

Page 1 of 3

A Local Law amending Sections 253-17
And 253-77 of the City of Watertown Code of
the City of Watertown

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 amend Section 253-17 and 253-77 of the City of Watertown Code of the City of Watertown.

WHEREAS a public hearing was held on this amendment on June 16, 2025, at 7:15 p.m. in the City Council Chambers,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York that §253-17 of the City Code of the City of Watertown is modified to read as follows:

C. Rates.

(1) The basis for the normal sewer service charge shall be the volume of water consumed from the Public Water Supply System by the individual property owner. The rates for both domestic and industrial metered sewer service within the City of Watertown shall be as follows:

(a) Quarterly meter rates:

<u>Usage</u>	<u>Rate [(per 1,000 cubic feet (7,480 gallons))]</u>
First 1,200 cubic feet (8,976 gallons)	\$41.91 per 1,000 cubic feet (7,480 gallons)
Over 1,200 cubic feet (8,976 gallons)	\$24.45 per 1,000 cubic feet (7,480 gallons)

(b) Monthly meter rates:

<u>Usage</u>	<u>Rate [(per 1,000 cubic feet (7,480 gallons))]</u>
First 400 cubic feet (2,992 gallons)	\$41.91 per 1,000 cubic feet (7,480 gallons)
Over 400 cubic feet (2,992 gallons)	\$24.45 per 1,000 cubic feet (7,480 gallons)

LOCAL LAW

Page 2 of 3

A Local Law amending Sections 253-17
And 253-77 of the City of Watertown Code of
the City of Watertown

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

(c) Minimum charge for quarterly inside City use:

<u>Meter Size (inches)</u>	<u>Cubic Feet</u>	<u>Gallons</u>	<u>Minimum Charge</u>
5/8	900	6,732	\$ 37.72
3/4	1,500	11,220	57.63
1	2,700	20,196	86.96
1 1/2	5,100	38,148	145.63
2	8,400	62,832	226.29
3	15,900	118,932	409.64
4	26,400	197,472	666.32
6	51,900	388,212	1,289.68
8	84,000	628,320	2,074.39
10	120,000	897,600	2,954.42

(d) Minimum charge for monthly inside City use:

<u>Meter Size (inches)</u>	<u>Cubic Feet</u>	<u>Gallons</u>	<u>Minimum Charge</u>
5/8	300	2,244	\$ 12.58
3/4	500	3,740	19.21
1	900	6,732	28.98
1 1/2	1,700	12,716	48.54
2	2,800	20,944	75.43
3	5,300	39,644	136.55
4	8,800	65,824	222.10
6	17,300	129,404	429.90
8	28,000	209,440	691.46
10	40,000	299,200	984.81

(2) Elderly Exemption

UnitCharge

LOCAL LAW

Page 3 of 3

A Local Law amending Sections 253-17
And 253-77 of the City of Watertown Code of
the City of Watertown

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

1	\$ 4.19
2	\$ 8.38
3	\$12.58
4	\$16.76
5	\$20.95
6	\$25.14
7	\$29.33
8	\$33.53

And,

BE IT FURTHER ENACTED by the City Council of the City of Watertown, New York
that §253-77 of the City Code of the City of Watertown is modified to read as follows:

- 1) Six cents (\$0.060) per gallon for all sewage, septage and slurries less than or equal to 5.6% solids by weight.
- 2) For all leachate: six cents (\$0.060) per gallon.
- 3) Thirteen cents (\$0.13) per pound (dry weight) for all deliveries over 5.6% solids by weight.
- 4) Minimum charge of \$43.22 per delivery.

BE IT FURTHER ENACTED that the Sewer Service Charges shall be instituted with the
sewer bills dated on or after July 1, 2025 and contained on all bills, and

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

Seconded by Council Member Clifford G. Olney III

June 11, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – May 2025

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last May, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$575,465 or 128.82%. In comparison to the budget projection for the month, revenue was up \$396,017 or 63.24%. The year-to-date actual revenue is up \$270,324 or 4.99%, while the year-to-date revenue on a budget basis is up \$692,030 or 13.85%.

	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 673,456	\$ 165,435	\$ 380,883	\$ 793,352	\$ 412,470	108.29%
August	\$ 612,155	\$ 157,460	\$ 26,670	\$ 688,115	\$ 661,445	2,480.11%
September	\$ 307,692	\$ 442,559	\$ 181	\$ 145,453	\$ 145,271	80,176.23%
October	\$ 523,734	\$ 216,702	\$ 184,779	\$ 79,259	\$ (105,520)	(57.11%)
November	\$ 731,273	\$ 373,674	\$ 682,240	\$ 209,619	\$ (472,621)	(69.27%)
December	\$ 702,586	\$ 533,542	\$ 826,789	\$ 542,585	\$ (284,205)	(34.37%)
January	\$ 293,374	\$ 522,759	\$ 533,340	\$ 359,155	\$ (174,185)	(32.66%)
February	\$ 246,124	\$ 477,279	\$ 626,162	\$ 195,739	\$ (430,422)	(68.74%)
March	\$ 661,611	\$ 612,321	\$ 923,928	\$ 747,418	\$ (176,510)	(19.10%)
April	\$ 897,945	\$ 872,321	\$ 785,870	\$ 905,006	\$ 119,136	15.16%
May	\$ 539,059	\$ 471,237	\$ 446,726	\$ 1,022,190	\$ 575,465	128.82%
June	<u>\$ 418,974</u>	<u>\$ 234,979</u>	<u>\$ 377,657</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-%</u>
YTD	<u>\$6,604,983</u>	<u>\$5,080,268</u>	<u>\$5,795,225</u>	<u>\$5,687,892</u>	<u>\$ 270,324</u>	<u>4.99%</u>

	<u>Original</u> <u>Budget</u> <u>2024-25</u>	<u>Actual</u> <u>2024-25</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 301,806	\$ 793,352	\$ 491,546	162.87%	\$ -
August	\$ 169,037	\$ 688,115	\$ 519,078	307.08%	\$ -
September	\$ 107,405	\$ 145,453	\$ 38,048	35.42%	\$ 6,997
October	\$ 417,778	\$ 79,259	\$ (338,519)	(81.03%)	\$ 21,916
November	\$ 679,078	\$ 209,619	\$ (469,459)	(69.13%)	\$ -
December	\$ 509,487	\$ 542,585	\$ 33,098	6.50%	\$ -
January	\$ 416,033	\$ 359,155	\$ (56,878)	(13.67%)	\$ -
February	\$ 325,869	\$ 195,739	\$ (130,130)	(39.93%)	\$ 17,342
March	\$ 575,078	\$ 747,418	\$ 172,340	29.97 %	\$ -
April	\$ 868,118	\$ 905,006	\$ 36,888	4.25%	\$ -
May	\$ 626,173	\$ 1,022,190	\$ 396,017	63.24%	\$ -
June	<u>\$ 379,138</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-%</u>	<u>\$ -</u>
YTD	<u>\$5,375,000</u>	<u>\$5,687,892</u>	<u>\$ 692,030</u>	<u>13.85%</u>	<u>\$ 46,256</u>

June 11, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – May 2025

Sales tax revenue was up \$17,036 or 0.86% compared to last May. In comparison to the budget projection for the month, sales tax was up \$206,508 or 11.60%. The year-to-date actual receipts are up \$373,512 or 1.67%, while the year-to-date receipts on a budget basis are up \$651,424 or 2.95%.

	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Actual 2024-25</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,948,809	\$ 2,035,333	\$ 2,353,567	\$ 2,143,817	\$ (209,750)	(8.91%)	
August	\$ 1,888,806	\$ 2,008,482	\$ 2,186,214	\$ 2,158,407	\$ (27,807)	(1.27%)	
September	\$ 2,725,797	\$ 2,757,376	\$ 2,490,458	\$ 2,615,865	\$ 125,406	5.04%	(1.60%)
October	\$ 1,678,723	\$ 1,847,562	\$ 1,907,106	\$ 1,867,195	\$ (39,911)	(2.09%)	
November	\$ 1,643,509	\$ 1,818,188	\$ 1,904,366	\$ 1,893,395	\$ (10,971)	(0.58%)	
December	\$ 2,374,453	\$ 2,232,223	\$ 2,223,964	\$ 2,437,266	\$ 213,302	9.59%	2.69%
January	\$ 1,649,030	\$ 1,849,036	\$ 1,851,962	\$ 1,888,207	\$ 36,245	1.96%	
February	\$ 1,429,187	\$ 1,643,774	\$ 1,645,921	\$ 1,638,527	\$ (7,394)	(0.45%)	
March	\$ 2,253,672	\$ 2,041,305	\$ 1,899,459	\$ 2,114,743	\$ 215,284	11.33%	4.52%
April	\$ 2,064,386	\$ 1,888,370	\$ 1,908,041	\$ 1,970,112	\$ 62,071	3.25%	
May	\$ 2,023,137	\$ 1,835,982	\$ 1,970,375	\$ 1,987,411	\$ 17,036	0.86%	
June	<u>\$ 1,949,070</u>	<u>\$ 2,566,086</u>	<u>\$ 2,542,299</u>	<u>\$ -</u>	<u>\$ -</u>	<u>%</u>	<u>%</u>
YTD	<u>\$23,628,579</u>	<u>\$ 24,614,716</u>	<u>\$ 24,883,732</u>	<u>\$ 22,714,945</u>	<u>\$ 373,512</u>	<u>1.67%</u>	

	<u>Original Budget 2024-25</u>	<u>Actual 2024-25</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,353,567	\$ 2,143,817	\$ (209,750)	(8.91%)	
August	\$ 2,186,214	\$ 2,158,407	\$ (27,807)	(1.27%)	
September	\$ 2,490,458	\$ 2,615,865	\$ 125,406	5.04%	(1.60%)
October	\$ 1,907,106	\$ 1,867,195	\$ (39,911)	(2.09%)	
November	\$ 1,904,366	\$ 1,893,395	\$ (10,971)	(0.58%)	
December	\$ 2,223,964	\$ 2,437,266	\$ 213,302	9.59%	2.69%
January	\$ 1,851,962	\$ 1,888,207	\$ 36,245	1.96%	
February	\$ 1,645,921	\$ 1,638,527	\$ (7,394)	(0.45%)	
March	\$ 1,887,341	\$ 2,114,743	\$ 227,402	12.05%	4.76%
April	\$ 1,831,719	\$ 1,970,112	\$ 138,393	7.56%	
May	\$ 1,780,903	\$ 1,987,411	\$ 206,508	11.60%	
June	<u>\$ 2,491,479</u>	<u>\$ -</u>	<u>\$ -</u>	<u>%</u>	<u>%</u>
YTD	<u>\$ 24,555,000</u>	<u>\$ 22,714,945</u>	<u>\$ 651,424</u>	<u>2.95%</u>	

New York State sales tax distribution methodology: Monthly sales tax payments are prorated to all the jurisdictions using a percentage based on the collections from the prior year. It is important to note that most of the sales tax collections are received as monthly payments. It is not until when sales tax returns are filed in the months of March, June, September, and December that the monthly payment for each business is un-prorated and distributed per the return to the proper jurisdiction. This un-proration and re-distribution is the quarterly reconciliation process that results in how sales tax truly performed for the quarter.