

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, August 18, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 18, 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

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Authorizing the Sale of Surplus Police Equipment and Various Abandoned Bicycles |
| Resolution No. 2 - | Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown |
| Resolution No. 3 - | Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association |
| Resolution No. 4 - | Authorizing Adjustment to the 2025-26 City Tax Bill for 848 Morrison Street, Parcel No. 1-09-116.000 |
| Resolution No. 5 - | Approving Supplemental Agreement No. 1 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688 and Authorizing the Implementation, and Funding in the First Instance 100 Percent of the Federal-Aid and State “Marchiselli” Program-aid Eligible Costs, of a |

Transportation Federal-Aid Project, and Appropriating
Funds Therefore – Black River Trail Extension Project

Resolution No. 6 - Authorizing Professional Services Agreement for Design
Services for Traffic Signal Replacement at Various
Locations, AKRF Inc.

ORDINANCES

LOCAL LAW

Proposed Local Law of 2025 A Local Law to Repeal Local Law No. 1 of 2021,
In Part, Which Opted Out of Licensing and
Establishing Retail Cannabis Dispensaries Within
the City of Watertown

OLD BUSINESS

Tabled Resolution Authorizing Limited Waiver of Attorney-Client Privilege
and Testimony by Former Harris Beach Murtha Attorneys
in Ethics Proceeding Against Council Member Clifford
Olney

STAFF REPORTS

1. Public Hearing for the Community Development Block Grant Program
Consolidated Annual Performance and Evaluation Report
2. Sale of Surplus Hydro-electricity – July 2025
3. Sales Tax Revenue – July 2025

NEW BUSINESS

EXECUTIVE SESSION

To discuss proposed, pending, or current litigation.

To discuss the employment history of a particular individual.

ADJOURNMENT

WORK SESSION

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,
SEPTEMBER 2, 2025.**

Res No. 1

August 18, 2025

To: The Honorable Mayor and City Council

From: Tina Bartlett-Bearup, Purchasing Manager

Subject: Authorizing the Sale of Surplus Police Equipment and Various Abandoned Bicycles

The City of Watertown Police Department has submitted a list of surplus equipment to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Staff are recommending that the equipment listed below be sold through Auctions International's online website:

LOT #	YEAR	DESCRIPTION	DEPARTMENT	DATE ADDED
1	n/a	2 sets of Yakima car roof top racks	Police	8/12/2025
2	n/a	V-CON Code 3, 3600 Series Siren	Police	8/12/2025

Additionally, the City of Watertown Police Department has acquired several abandoned bicycles. Staff is recommending that these bicycles be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus Police
Equipment and Various Abandoned Bicycles

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 Police Department has surplus equipment and has acquired several abandoned bicycles, the description of which is attached and made a part of this resolution, and

WHEREAS the surplus equipment and abandoned bicycles may have some value best determined by an online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by online auction, of the surplus equipment and abandoned bicycles as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Manager.

Seconded by _____



City of Watertown, New York Police Department

Metro-Jeff Public Safety Building
751 Waterman Drive
Watertown, NY 13601

Phone (315) 786-2610
Fax (315) 786-2613
wpd@watertown-ny.gov



Charles P. Donoghue
Chief of Police

To: Purchasing Manager, Tina Bartlett-Bearup
From: Watertown Police, Captain Cristin N. Lyon
Re: Surplus items for auction
Date: August 1st, 2025

Tina,

The following items are no longer in use at the Watertown Police Department and are available for reassignment or auction as appropriate:

- 2 sets of Yakima roof top racks removed from the 2025 unmarked Ford Explorers. The racks are not suitable for department use and do not have an alternative purpose.
- 1 V-CON Code 3, 3600 Series Siren. This is brand new, never used. We no longer use this item in our patrol vehicles.
- 32 Bicycles (30 unclaimed found bicycles and 2 Black Trek WPD Bicycle Patrol bikes from 20+ years ago)

Photos of items are attached.

Respectfully submitted,

Cristin N. Lyon
Police Captain



CITY OF WATERTOWN POLICE DEPT

BICYCLES FOR AUCTION July 2025

1. BLUE ROADMASTER (BL#21361-22)
2. BROWN MOUNTAIN BICYCE (BL#21446-24)
3. ORANGE MONGOOSE LEGION (BL#2987-24)
4. GREEN ROSS SIGNATURE (BL#19321-23)
5. GRAY HUFFY ROCK CREEK (BL#14809-24)
6. BLACK/BLUE MONGOOSE LEDGE (BL#12736-24)
7. YELLOW/BLACK NEXT BULGE (BL#19618-24)
8. GRAY HUFFY FRAME (FRAME ONLY) (BL#16638-24)
9. RED/BLACK HYPER SHOCKER (BL#18701-24)
10. BLUE IRON HORSE AT20 (BL#1283-25)
11. WHITE DENALI (BL#18108-21)
12. SILVER VERTICAL EDGE RUNNER (BL#24425-24)
13. BLACK BMX-STYLE BICYCLE (BL#11006-24)
14. BLUE DYNACRAFT (SPRAY-PAINTED GRAY) (BL#23673-24)
15. RED ROCKRIDER (NO SEAT) (BL#17128-24)
16. BLUE/BLACK HYPER SHOCKER (BL#19618-24)
17. BLACK HUFFY TRAILRUNNER (BL#16159-20)
18. BLACK/GREEN HYPER E-BICYCLE (BL#225-24)
19. BLACK SCHWINN RANGER (BL#18044-24)
20. PINK CHILDREN'S BICYCLE (BL#23761-24)
21. MAROON/GRAY NEXT POWER X (BL#16300-24)
22. GRAY SURLY (BL#17615-21)
23. GRAY KENT TROUBLEMAKER (BL#18116-21)
24. BLUE HUFFY ROCK IT (BL#24233-24)
25. BLACK BICYCLE (UNKNOWN MAKE/MODEL) (BL#27157-24)
26. LIGHT BLUE PACIFIC MOUNTAIN SPORT (BL#109-25)
27. BLACK SCHWINN SIDEWINDER (BL#2096-25)
28. PURPLE TREK MOUNTAIN TRACK (BL#3967-25)
29. RED NEXT GAUNTLET (BL#3967-25)
30. RED RAND TURBO CYCLE (BL#15249-21)
31. BLACK TREK (CITY PROPERTY)
32. BLACK TREK (CITY PROPERTY)

Res No. 2

August 18, 2025

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving Agreement for Rental of Ice Time at the Watertown
Municipal Arena, Figure Skating Club of Watertown

The City of Watertown and the Figure Skating Club of Watertown have entered into agreements for several years that allow their organization to rent ice time at the Watertown Municipal Arena. The most recent agreement has expired.

A proposed one-year agreement has been drafted for the 2025-2026 season. The rental rate will be \$105 per hour, which was approved in the 2025-2026 City of Watertown City Fees and Charges Schedule.

Attached for City Council review and consideration is a Resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time
at the Watertown Municipal Arena, Figure
Skating Club 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 owns and operates a Municipal Arena, and

WHEREAS the City Council of the City of Watertown desires to promote
recreational activities at this community recreational facility, and

WHEREAS the Figure Skating Club of Watertown expressed their desire to enter
into a one-year Agreement for ice time at the Municipal Arena to support their programs,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of
Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the
Watertown Municipal Arena between the City of Watertown and the Figure Skating Club of
Watertown, a copy of which is attached and made a part of this resolution, and

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

Seconded by_____

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement for Rental of Ice Time at the Watertown Municipal Arena Fairgrounds Watertown, New York (the “Agreement”) is being made and is intended to be effective as of September 1, 2025, for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the “City”) and the Figure Skating Club of Watertown, P. O. Box 411, Watertown, NY 13601 (the “Club”), each a “Party” and collectively the “Parties”.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena (the “Arena”) within the City, and the Arena is a community recreational facility; and

WHEREAS, the City desires to promote recreational activities at the Arena for the valid public purposes of the benefit, recreation, entertainment, amusement, convenience, and welfare of the people of the City of Watertown; and

WHEREAS, in pursuit of those public purposes, the City desires to grant ice time for the 2025-2026 ice season to the Club for the operation, management, and maintenance of a figure skating program for the use of the people in the community wanting to learn and improve figure skating skills; and

WHEREAS, in pursuit of those valid public purposes, the City desires to enter into an Agreement for the bulk rental of ice time.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the Parties hereby agree as follows:

AGREEMENT

SECTION I – TERM

The term of this Agreement shall be from September 15, 2025 (the anticipated first day of operational ice use in the Arena) through April 30, 2026.

SECTION II – PROPERTY

The City agrees to permit the Club to use a part of the Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer’s booth, and changing rooms (the “Premises”). The City grants the Club the right of ingress and egress over municipal property to the extent necessary to operate the figure skating program on the City’s ice sheet.

SECTION III – NONASSIGNABILITY

The City and the Club agree that it is the purpose of this Agreement to permit the use, operation, management, and maintenance of the figure skating program at the Arena by the Club, and that this Agreement may not be assigned by the Club to any other person and/or entity.

SECTION IV – COMPENSATION

It is understood by the Parties that:

A. The Club shall pay \$105.00 per hour for all ice time where there is no admission charge to the public.

B. Payment by the Club must be made by the 1st day of the month for that month's scheduled ice time.

C. As agreed to by the Parties, the Club will use limited ice time in the month of April.

D. The City will allow the Club to provide food during the testing, competition, and shows, for judges and coaches only. Additionally, the Club will be permitted to engage in fundraising activities during testing, competition, and shows. The City-owned concession stand shall be the sole source of food and drink within the Arena, during its normal operating hours.

E. The Club will have use of coach's office rooms #124 and #125 for the term of this Agreement.

F. The Club will have use of the party room for board meetings which are conducted during a time in which the Club has paid for ice time. The Club must call and reserve the party room in advance.

G. The Club will have use of the PA system, 10 tables, and 20 chairs for the season.

SECTION V – ICE TIME

A. The City will provide the Club annual ice time slots that are set aside for the organization each season. These times include:

Day of the Week	Time of Day
Sunday	4:50 p.m. – 6:50 p.m.
Monday	2:45 p.m. - 5:45 p.m.
Wednesday	4:40 p.m. - 7:10 p.m.
Friday	2:45 p.m. - 6:50 p.m.
Saturday	12:10 p.m. - 2:10 p.m.

B. In addition to the times listed above, the City agrees to reserve the following seasonal time slots for the Club, when not reserved for the IHC high school hockey season:

Fall Ice	
Day of the Week	Time of Day
Wednesday	3:00 p.m.- 4:30 p.m.
Spring Ice	
Wednesday	3:00 p.m.- 4:30 p.m.
Thursday	3:00 p.m. - 4:30 p.m.

C. The City, to the best of its ability, will reserve dates and times requested by the Club for their annual competition, clinic, test session, and end of year show/exhibition, that includes a 3-day weekend, a 2-day weekend, and two Saturdays.

Days of the Week	Time of Day
3-day weekend Friday – Sunday	7:00 a.m. – 11:00 p.m. (7:00 a.m. – 5:00 p.m. Sunday)
2-day weekend Saturday – Sunday	9:00 a.m. – 5:00 p.m.
Saturday	8:00 a.m. – 5:00 p.m.

D. In the event ice time is not needed, an advance courtesy call by the Club shall be made with at least 72 hours' notice to the City Parks and Recreation office. Scheduled time missed without notification to the Parks and Recreation office shall not be reimbursed.

E. The Club recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day, and Easter, therefore no ice time will be available, and time missed shall not be reimbursed.

F. The Club agrees to hold the City harmless should the Arena be closed for any unforeseen circumstances such as weather, emergencies, or other items the City has no control over.

G. The Club agrees to give up ice time and allow for annual events such as local high school hockey games, Minor Hockey tournaments, and Semi-Professional or Professional hockey games. The City will make every effort to schedule these events outside the times reserved for the Club. In the event that the Club is directed to give up ice time for a scheduled event, the City will work with the Club to schedule alternative ice time.

SECTION VI – MAINTENANCE

The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

The Club agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Club's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Club shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Club's commencement of any activities on the Premises.

SECTION VIII – HOLD HARMLESS

The Club shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's fees from any and all loss, claims, costs, or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Club's operation, use or occupation of the Premises, or by or resulting from any act or omission of the Club, or any of its officers, agents, employees, guests, patrons, or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting the Club's obligations under this paragraph.

SECTION IX – TERMINATION

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation by the Club of any of the applicable laws and regulations of the City and State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Club's failure to comply with any of the provisions of the Agreement.

SECTION X – NO RECOURSE

The Club acknowledges and agrees that the Premises may be subject to being shut down for any number of reasons and the Club agrees that it shall have no recourse against the City for damages in the event the Premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

A. The City and the Club agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The Parties acknowledge that it is important to the Parties to have a valid agreement in connection with the subject matter. Therefore, the Parties agree that, to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the extent possible, remain in full force and effect for the term or for any extension thereof.

SECTION XIII – ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this Agreement. Each party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both Parties.

SECTION XIV – NOTICE

All notices required to be given under this Agreement, unless otherwise stated herein, shall be in writing and shall be deemed to have been duly given on the date mailed to the following addresses:

The City:

City Manager
245 Washington Street
Watertown, New York 13601

The Club:

Figure Skating Club
P.O. Box 411
Watertown, New York 13601

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the Parties and is to be effective as of September 1, 2025

THE CITY OF WATERTOWN, NEW YORK

By: _____

Name: Eric F. Wagenaar

Title: City Manager

FIGURE SKATING CLUB OF WATERTOWN

By: _____

Name: Sarah E. Dowds,

Title: Board President

Res No. 3

August 18, 2025

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving Agreement for Rental of Ice Time at the Watertown
Municipal Arena, Watertown Minor Hockey Association

The City of Watertown and the Watertown Minor Hockey Association have entered into agreements for several years that allow their organization to rent ice time at the Watertown Municipal Arena. The most recent agreement has expired.

A proposed one-year agreement has been drafted. It increases the flat rate to \$59,455 from the previous \$51,700. Any additional time outside of the contracted times will be charged at \$105 per hour.

Attached for City Council review and consideration is a Resolution approving the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time
at the Watertown Municipal Arena, Watertown
Minor Hockey Association

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 owns and operates a Municipal Arena, and

WHEREAS the City Council of the City of Watertown desires to promote recreational activities at this community recreational facility, and

WHEREAS the Watertown Minor Hockey Association expressed their desire to enter into a one-year Agreement for ice time at the Municipal Arena to support their programs,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Minor Hockey Association, a copy of which is attached and made a part of this resolution, and

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

Seconded by _____

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement for Rental of Ice Time at the Watertown Municipal Arena Fairgrounds Watertown, New York (the “Agreement”) is being made and is intended to be effective as of September 1, 2025 for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the “City”) and the Watertown Minor Hockey Association (the “Hockey Association”), P. O. Box 371, Watertown, NY 13601, each a Party and collectively the “Parties”.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena (the “Arena”) within the City, and the ice arena is a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Arena for the valid public purposes of the benefit, recreation, entertainment, amusement, convenience, and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to grant a bulk ice time agreement for the 2025-2026 ice season to the Hockey Association for the operation, management, and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills; and

WHEREAS, in pursuit of the public purpose the City desires to enter into an Agreement for the bulk rental of ice time.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the Parties hereby agree as follows:

AGREEMENT

SECTION I – TERM

The term of this Agreement shall be from September 15, 2025 (the anticipated first day of operational ice use in the Arena) through April 30, 2026.

SECTION II – PROPERTY

The City agrees to permit the Hockey Association to use a part of the Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer’s booth, locker rooms, and hockey goals

(the "Premises"). The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and Hockey Association agree that it is the purpose of this Agreement to permit the use, operation, management, and maintenance of the Hockey Program at the Arena by the Hockey Association, and that this Agreement may not be assigned by the Hockey Association to any other person and/or entity.

SECTION IV – COMPENSATION

It is understood by the Parties that:

A. The Association shall pay a total sum of \$59,455.00 for all negotiated ice time. Any ice time outside of this contract will be billed at rate of \$105.00 per hour.

B. Payment by the Hockey Association must be made by the 1st day of the month for that month's scheduled ice time.

C. The Hockey Association will be the only minor hockey association to have permanent regularly scheduled ice time.

D. The Hockey Association will use limited ice time in the month of April.

E. The Hockey Association will have use of the party room for minor hockey registration, board meetings, and end of the season awards/banquet. The Association will also be permitted to bring in their own food/beverage for these events, limited only to Minor Hockey Members. The Association is responsible for reserving this room through the Parks and Recreation office.

F. The Hockey Association will have use of coach's office room #127, for the duration of this Agreement.

G. The Hockey Association will be permitted to utilize space within the Arena for storage of hockey-related equipment during the hockey season, for the duration of this Agreement. Property stored on City property must be insured and proof of property coverage must be submitted to the City annually. The City will not be responsible for holding insurance coverage on the Hockey Association's equipment. The City shall not be responsible for any damage to, loss, or theft of any hockey-related equipment stored on City property and the Hockey Association agrees to hold the City harmless.

SECTION V – ICE TIME

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:00 a.m. - 1:05 p.m. 3:10 p.m. – 4:40 p.m.
Monday	6:00 p.m. - 8:30 p.m.
Tuesday	4:40 p.m. - 7:25 p.m. 9:00 p.m. - 10:00 p.m.
Wednesday	7:20 p.m. - 8:30 p.m.
Thursday	5:00 p.m. - 7:10 p.m.
Saturday	7:00 a.m. - 12:00 p.m. 4:00 p.m. - 6:50 p.m.

B. In addition to the time listed above, the City will set aside additional times requested by the Hockey Association that include:

Day of the Week	Time of Day
Columbus Day	7:00 a.m. – 9:50 a.m.
Veterans' Day	7:00 a.m. – 9:50 a.m.
Wednesday before Thanksgiving	7:00 a.m. – 9:50 a.m.
Friday after Thanksgiving	7:00 a.m. – 9:50 a.m.
Christmas School vacation	7:00 a.m. – 9:50 a.m.
Martin Luther King Day	7:00 a.m. – 9:50 a.m.
Winter School vacation	8:30 a.m. – 9:50 a.m.

C. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours' notice to the City's Parks and Recreation office.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day and Easter, therefore no ice time will be available.

E. The Hockey Association agrees to give up practice ice time and allow for annual events such as local high school hockey games; Watertown Figure Skating Club's annual testing session, exhibition and show; Fort Drum Army Hockey; JCC hockey games; and any Semi-professional or Professional hockey games. No monetary reimbursement will be given to the Hockey Association for this lost time.

F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Hockey Association will use their own scheduled ice time first before canceling another group's time.

G. The City acknowledges that tournaments on Friday's will require ice from 5:00 p.m.-9:00 p.m. and that all weekend tournaments may need the City's public skate timeslots. All efforts will be made by the Hockey Association to do its best to work around the City's public skate slots.

H. The Hockey Association is permitted to host other area youth hockey associations during their scheduled ice times, provided that the visiting association(s) is/are named on the certificate of liability insurance.

I. The ice time allocated to the Hockey Association under this agreement is intended solely for use by the Association and its USA Hockey affiliates. Contracted ice may not be sublet or reassigned. Any unused ice time must be returned in accordance with Section V, Paragraph C.

J. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies, or other items the City has no control over.

SECTION VI – MAINTENANCE

The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Hockey Association's commencement of any activities on the Premises.

SECTION VIII – HOLD HARMLESS

The Hockey Association shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's fees, from any and all loss, claims, costs, or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Hockey Association's operation, use, or occupation of the Premises, or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons, or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

SECTION IX – TERMINATION

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation of the Hockey Association of any of the applicable laws and regulations of the City and/or the State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the Agreement.

SECTION X – NO RECOURSE

The Hockey Association acknowledges and agrees that the Premises may be subject to being shut down for any number of reasons and the Hockey Association agrees that it shall have no recourse against the City for damages in the event that the Premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the Parties to have a valid agreement in connection with the subject matter. Therefore, the Parties agree that, to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the extent possible, remain in full force and effect for the term or for any extension thereof.

SECTION XIII ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, which are not set forth in this Agreement. Each party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed. If sent by certified mail, return receipt requested to:

City:
City Manager
245 Washington Street
Watertown, New York 13601

Hockey Association:
Watertown Minor Hockey Association
P.O. Box 371
Watertown, New York 13601

IN WITNESS WHEREOF, the City and the Hockey Association have caused this agreement to be executed by the parties and is to be effective as of September 1, 2025.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Name: Eric F. Wagenaar
Title: City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: _____
Name: Ginger Sherill
Tile: Board President

Res No. 4

August 18, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Adjustment to the 2025-26 City Tax Bill for 848 Morrison Street,
Parcel No. 1-09-116.000

The property at 848 Morrison Street incurred a \$405 Code Enforcement charge for trash removal, which was subsequently relieved to the 2025-26 City tax bill. The property owner, who resides elsewhere, had allowed a family member to live at the property to help them get established. During that time, the family member failed to open and provide City notices regarding accumulated garbage, and the owner believed the matter had been resolved until she received the bill. The property owner is on a fixed income, has not had prior issues of this nature, and states that this unexpected expense presents a financial hardship. The family member no longer resides at the property. City Council is being asked to consider authorizing the abatement of this charge in recognition of the unique circumstances and the owner's good faith.

A resolution abating the Code Enforcement invoice and adjusting the 2025-26 City property tax bill has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Authorizing Adjustment to the 2025-26
City Tax Bill for 848 Morrison Street,
Parcel No. 1-09-116.000

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 an amount of \$405.00 representing an unpaid Code Enforcement invoice for trash removal was relevied to the 2025-26 City tax bill for 848 Morrison Street, and

WHEREAS the property owner, who does not reside at this address and had allowed a family member to live there to help them get established, did not receive the initial violation notice regarding the accumulated garbage because the mail was left unopened by the family member, and believed the garbage issue had been resolved until discovering the bill, and

WHEREAS the property owner is on a fixed income, this is the first time she has encountered such an issue, and the charge presents an unexpected financial hardship, and

WHEREAS the family member no longer resides at the property, and City Council recognizes the property owner's good faith intentions, her assistance to family members, and the genuine difficulty this expense presents, and wishes to extend consideration under these circumstances,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reduces the 2025-26 City property tax bill for 848 Morrison Street, Parcel No. 1-09-116.000, by \$405.00 for the relevied Code Enforcement invoice for trash removal charges, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the above amount is abated and the City Comptroller is hereby authorized to mark the books and records accordingly.

Seconded by _____

August 18, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving Supplemental Agreement No. 1 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688 and Authorizing the Implementation, and Funding in the First Instance 100 Percent of the Federal-Aid and State “Marchiselli” Program-aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore – Black River Trail Extension Project

At its meeting on November 7, 2022, the City Council adopted a Resolution entering into a Federal Local Aid Agreement with the New York State Department of Transportation (NYSDOT) for Transportation Alternatives Program (TAP) funding to extend the Black River Trail to Factory Square Park. Under the Transportation Alternatives Program, the New York State Department of Transportation (NYSDOT) provides up to 80 percent of the total project cost, with the local government providing a 20 percent match.

At its meeting on June 5, 2023, the City Council adopted a Resolution entering into an Architectural / Engineering Consultant Agreement with Barton & Loguidice for design services in the amount of \$333,500. The City of Watertown is obligated to pay for its 20 percent share of the design costs under TAP rules.

When the City entered into the agreement with Barton & Loguidice, it obligated the entire value of the design. However, NYSDOT requires that the City appropriate funds in phases. The November 7, 2022 Resolution, in addition to entering into the agreement, appropriated \$200,000 for Preliminary Engineering and Right-of-Way Incidentals. Appropriations for subsequent phases take the form of Supplemental Agreements.

Now that the project is ready to advance to the Final Design Phase, NYSDOT has sent Supplemental Agreement No. 1 to the City, which appropriates \$133,500 for Final Design. This amount represents the balance of the City’s \$333,500 contract with Barton & Loguidice.

When the project advances to the construction phase in Spring 2026, that will take the form of another Supplemental Agreement, and the City Council will need to adopt a Resolution appropriating the 20 percent local share of construction costs at that time.

The attached resolution approves the Federal Aid Local Project Agreement which provides funding for the Final Design Phase of the project in the amount of \$133,500. The Federal share of the total is \$106,800, and the Local share is \$26,700. The Final Design Phase of the project was included in the City’s Program Year 2023 CDBG Annual Action Plan, and the City will use CDBG funds to pay for the local share.

RESOLUTION

Page 1 of 2

Approving Supplemental Agreement No. 1 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688, And Authorizing the Implementation and Funding in the First Instance 100 Percent of the Federal-aid and State “Marchiselli” Program-aid Eligible Costs, of a Transportation Federal-aid Project, and Appropriating Funds Therefore – Black River Trail Extension Project

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

Total

YEA	NAY

Introduced by _____

WHEREAS a project for the Black River Trail Western Connection, P.I.N. 780788 (the Project) is eligible for funding under Title 23 U.S. Code, as amended, calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% local funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the local share of the costs of the Final Design Phase, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, duly convened hereby approves the above-subject project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the cost of Final Design Phase work for the Project or portions thereof, and

BE IT FURTHER RESOLVED that the sum of \$133,500 is hereby appropriated, including \$26,700 of Program Year 2023 Community Development Block Grant Entitlement funds, and made available to cover the cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City of Watertown City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof, and

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown, Henricus F. Wagenaar, is hereby authorized and directed to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the project and providing for the administration of the project and the municipality’s first instance funding of project costs and permanent funding of the local share of federal aid eligible and state aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

RESOLUTION

Page 2 of 2

Approving Supplemental Agreement No. 1 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688, And Authorizing the Implementation and Funding in the First Instance 100 Percent of the Federal-aid and State “Marchiselli” Program-aid Eligible Costs, of a Transportation Federal-aid Project, and Appropriating Funds Therefore – Black River Trail Extension Project

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

Total

YEA	NAY

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Seconded by: _____

Sponsor: **City of Watertown**PIN: **780788** BIN: **N/A**Comptroller's Contract No. **D040688**Supplemental Agreement No. **1**Date Prepared: **6/26/25** By: **tav**

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040688 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

City of Watertown (the Sponsor)Acting by and through the **the City Council**with its office at **the Municipal Building, 245 Washington Street, Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (check and enter the # phase(s) as applicable):
 - ☒ adding phase **Final Design** which covers eligible costs incurred on/after / /
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
- ☐ increasing funding for a project phase(s)
- ☐ adding a pin extension
- ☐ change from Non-Marchiselli to Marchiselli
- ☐ deleting/reducing funding for a project phase(s)
- ☐ other (_____)

- ☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☒ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- ☐ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☐ Other: _____

- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Watertown**PIN: **780788** BIN: **N/A**Comptroller's Contract No. **D040688**Supplemental Agreement No. **1**Date Prepared: **6/26/25** By: **tav**

Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Jefferson**

D040688 Suppl #1

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

SCHEDULE A

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 7807.88

OSC Contract #: <u>D040688</u>	Contract Start Date: <u>9/21/2022</u> (mm/dd/yyyy) Contract End Date: <u>9/21/2027</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable): <div style="margin-left: 40px;"><input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share</div> <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: OTHER (See Footnotes)	County (If different from Municipality): Jefferson
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>	
Project Description: Black River Trail, Western Connection, City of Watertown, TAP Project	
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
7807.88.121	Current	TAP	\$333,500.00	\$266,800.00	\$0.00	\$66,700.00	\$0.00
	Old		\$198,000.00	\$158,400.00	\$0.00	\$39,600.00	\$0.00
7807.88.221	Current	TAP	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$2,000.00	\$1,600.00	\$0.00	\$400.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$333,500.00	\$266,800.00	\$ 0.00	\$66,700.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 7807.88

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$266,800.00	\$ 0.00	\$66,700.00	\$333,500.00
		Total FEDERAL Cost	\$266,800.00
		Total STATE Cost	\$ 0.00
SFS TOTAL CONTRACT AMOUNT			\$266,800.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Timothy A. Valentine</u> Phone No: <u>315-785-2474</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- PIN 780788 Supplemental Agreement #1 - Black River Trail, Western Connection - Final Design Phase
- The Federal Aid amount shown above is a capped amount. Project cost overruns must be absorbed by the Sponsor/Municipality.
-
-
-
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APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

To: The Honorable Mayor and City Council

From: Thomas S.M. Compo, P.E., City Engineer

Subject: Authorizing Professional Services Agreement for Design Services for Traffic Signal Replacement at Various Locations, AKRF Inc.

The Public Works Department has included the upgrade of traffic signals in the Adopted Capital Budgets for fiscal years 2024-2025 and 2025-2026 at the following locations:

- 1) Signal #19 at the intersection of Mill St. & Main St. East/West
- 2) Signal #20 at the intersection of Mill St. & Main Avenue/Moulton Street
- 3) Signal #17 at the intersection of Stone Street & South Massey Street
- 4) Signal #33 and Washington Street & Paddock Street/Winslow Street

In support of this project, the City Engineering Department has negotiated professional service agreements with AKRF, Inc. for the design of both the traffic signal improvements and the associated ADA corner ramps in the total amount of \$127,640. Funding will occur through the New York State Department of Transportation Consolidated Local Street and Highway Improvement Program (CHIPS). This project will upgrade the 40+ year old components at each signal and bring the roadway pedestrian crossings into ADA compliance.

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

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement
for Design Services for Traffic Signal
Replacement at Various Locations,
AKRF, 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 of Watertown Public Works Department has included the upgrade of traffic signals in the Adopted Capital Budgets for fiscal years 2024-2025 and 2025-2026 for the intersections of Mill St. & Main St. East/West , Mill St. & Main Avenue, Stone Street & South Massey Street and Washington Street & Paddock Street, and

WHEREAS in support of this project, the City Engineering Department has negotiated professional service agreements with AKRF, Inc. for the design of both the traffic signal improvements and associated ADA corner ramps in the total amount of \$127,640,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreements between the City of Watertown and AKRF, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that funding is through the New York State Department of Transportation Consolidated Local Street and Highway Improvement Program (CHIPS), and

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

Seconded by _____



120 Defreest Drive, Suite 140
Troy, NY 12180
tel: 518.720.7020
www.akrf.com

Thomas Compo, PE
City of Watertown
521 Newell Street
Watertown, NY 13601

6.13.2025

Re: City of Watertown Traffic Signal Replacement Design

Dear Mr. Compo:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this proposal for traffic engineering consulting services to the City of Watertown (the "Client") in connection with the design of replacement traffic signals in the City of Watertown at the following locations:

1. East/ West Main Street and Mill Street
2. Moulton Street/ Main Avenue and Mill Street
3. Washington Street and Paddock Street

SCOPE OF WORK

AKRF understands that the City intends to replace some or all of the signal equipment at the above referenced locations utilizing funds from the Consolidated Local Street and Highway Improvement Program (CHIPS). Each intersection has already been evaluated for structural condition as well as inventoried as part of a Citywide effort to manage signal system assets.

We understand the existing traffic signal at East/ West Main Street and Mill Street was included in a recent Pedestrian Signal Improvement Project (PSIP) for the City and is about to be bid for construction. As such, the additional signal redesign work will utilize the survey conducted for the PSIP and incorporate the proposed ADA and Pedestrian Signal improvements already designed. AKRF will then redesign the overhead span wire, utilizing the existing signal poles found to be structural sufficient by others, for all new signal heads, alignment as needed and wiring. As the signal poles are proposed to remain, 8-inch signal displays will be used to maintain similar loading on the new span wire and a span wire analysis will be conducted to confirm the same. As a 360-degree video detection system and new cabinet are to be installed as part of the PSIP project, no additional signal equipment or pedestrian improvements are anticipated at this location.

At the intersection of Moulton Street/ Main Avenue and Mill Street, we understand the City seeks full replacement of the traffic signal components, including signal poles and foundations, wiring, pedestrian signals and traffic signal cabinet. Both span wire configurations and mast arms will be evaluated for the best value design alternative. To accommodate pedestrians, accessible pedestrian signals, consistent with the City's current specification, will be designed. 360-degree video detection and a new traffic signal cabinet will also be specified. Existing equipment found to be in good working order will be specified for salvage and return to the City of Watertown. The design of new ADA compliant pedestrian ramps is provided under a separate proposal.

At the intersection of Washington Street and Paddock Street, we understand the City seeks full replacement of the traffic signal components, including signal poles and foundations, wiring, pedestrian signals that currently do not meet ADA accessibility requirements and traffic signal cabinet. As the signal presently has a 360-degree video detection system, this system will be called out for salvage and reinstallation on the replacement traffic signal. Other existing equipment found to be in good working order will be specified for salvage and return to the City of Watertown. The design of new ADA compliant pedestrian ramps is provided under a separate proposal.

AKRF understands that the City wishes to standardize some of their signal equipment to maintain consistency, minimize training across multiple products and streamline future maintenance. As such,

special specifications will be developed for the signal items the City wishes to standardize to (i.e. traffic signal cabinet/controller, pedestrian push buttons, video detection, communication equipment) for bidding purposes as well as use in future signal redesign efforts.

All signals will be equipped with wireless communication capabilities for future connectivity to the City of Watertown's cloud-based centralized signal system for ongoing monitoring by City staff with the support of AKRF.

Once designed, AKRF will provide construction administration as well as signal programming support during construction as outlined below.

The following Scope of Work outlines the tasks to be completed to develop construction plans for replacement traffic signal equipment at each location.

TASK 1 – BOUNDARY AND TOPOGRAPHIC SURVEY

AKRF will retain Storino Geomatics, PLLC (Storino) to complete a Right-of-way, Topographic, Location and Utility Survey at the intersections of Moulton Street/ Main Avenue and Mill Street and Washington Street and Paddock Street to facilitate design of the replacement traffic signals and the associated roadway and sidewalk ramp modifications. The limits of the survey are depicted in red on the map in Attachment B.

This task will include providing the horizontal and vertical location of site features, utility hardware, vehicular and pedestrian ingress and egress, directional striping and signage within the area outlined in red in Attachment B. Spot elevations will be obtained at approximate fifty (50) foot cross sections with contours being generated at one (1) foot intervals. The datum for topography will be based upon NAVD 1988 elevations. Utility information will be shown based upon utility company markouts, available mapping and physical field evidence. Storm sewer, rim, grate and invert elevations will be provided including pipe size and flow direction. The available tax maps, deeds, roadway mapping and filed maps that may be necessary to establish the rights of way within the aforementioned area will be obtained and collectively compiled into the existing conditions mapping.

It is assumed that mapping collected as part of the Watertown Pedestrian Signals Improvement Project at the intersection of East/ West Main Street and Mill Street will be provided by the City in CAD format.

TASK 2 – SEMI-FINAL DESIGN (60% CONSTRUCTION DOCUMENT)

Using the existing conditions mapping developed from the survey and the information collected during the Citywide signal inventory, AKRF will prepare semi-final design plans (60% construction document level) for the three intersections identified above for review and comment by the City. The semi-final plan set will include the following sheets:

1. Cover Sheet- includes the project location, design criteria, and sheet index.
2. General Notes, Legend, and Abbreviations- includes the general notes that address the construction of the roadway and traffic signal improvements.
3. Existing Conditions and Removals Plan – depicts the existing conditions obtained from the completed survey and identifies the removals associated with the project.
4. Traffic Signal Plan– shows the layout of the traffic signal support structures for the full replacement locations, signal heads, detection equipment, pedestrian push-buttons and locations of conduit and handholes where applicable, controller cabinet, detection zones, and traffic signal phasing and timings. AKRF will evaluate the appropriate traffic signal support structures for the intersection, either mast arm or span wire, to promote far-side signal head placement. Mast arm cross sections will be developed, as applicable.

Apart from recalculating the clearance intervals, it is assumed that the existing traffic signal timing and phasing will remain and the need for traffic counts or traffic operations analysis will not be required. The traffic signal plan will be developed with respect to the current conditions identified on the Existing Conditions Plan and the improvements identified on the Roadway Plan where applicable and included under the separate pedestrian facilities scope of work and fee. The detailed electrical design and locations of conduit and handholes will be provided in later submissions.

1. Traffic Signal Notes - includes the notes that address the construction of the traffic signal equipment.
2. Detailed Estimate of Quantities and associated Signal Tables - assemble the various quantities needed for construction of the project. The quantities will be organized by NYSDOT standard item numbers. Traffic signal tables will include signal and pedestrian pole tables where necessary, estimate of cables, conduit and pullboxes and table of signal head and signs per MUTCD guidelines.
3. Detail Sheets- compilation of the appropriate details needed for construction of the proposed improvements.

TASK 3 – FINAL DESIGN (100% CONSTRUCTION DOCUMENT)

Following review and comments from the City, AKRF will advance the semi-final plans and quantities to final design and prepare the engineer's cost estimate. In addition, AKRF will develop the bid sheet, listing standard pay items and associated quantities, for inclusion in the full bid package.

TASK 4 – SPECIAL SPECIFICATIONS

AKRF will develop supplemental specifications and modifications to the NYSDOT standard and special specifications to address City of Watertown standardized traffic signal equipment including but not limited to, traffic signal cabinet/controller, pedestrian push buttons, video detection, and communication equipment.

TASK 5 – CONSTRUCTION ADMINISTRATION

AKRF will provide construction support services including review of contractor bids and construction submittals to ensure that they meet the intent of the contract documents. Services will include:

- Review submittals, samples, shop drawings, as-built drawings, schedules and other submissions for conformance to the contract documents.
- Respond to RFIs to clarify design intent.
- Assist in review of contractor pay requisitions.
- Include up to two site visits/inspections to observe quality and progress of construction. Resident engineering and full-time inspection services are not included as part of this scope of work but can be provided upon request.

In addition, AKRF will facilitate a detailed structural review of the traffic signal mast arm and mast arm foundation working drawings and calculations for conformance with the plans and special specifications. It is assumed that the structural review will be performed for up to eight mast arms.

TASK 6 – CONTROLLER PROGRAMMING AND SYSTEM INTEGRATION

AKRF will provide controller programming for the traffic signal controller replacements at the intersections of Moulton Street/ Main Avenue and Mill Street and Washington Street and Paddock Street. In addition, AKRF will facilitate communication to each of the three signal locations for future integration into a Citywide cloud-based centralized traffic signal management system.

ASSUMPTIONS AND EXCLUSIONS:

1. It is assumed that preparation of front-end procurement and contracting requirements will be prepared by the City. AKRF assumes the sections prepared by the City include:

Notice to Bidders

Information for Bidders (supported by AKRF)

Bid Forms (excluding Bid Sheet prepared by AKRF)

Indemnification Agreement, Performance, and Labor & Material Payment Bond

Maintenance Bond

Wage Rates and Labor Standards

General Conditions

Insurance

Special Conditions

2. The survey scope assumes the following:
 - a. The removal of manhole lids to obtain invert information will not require any specialized equipment.
 - b. Police detail for traffic control while obtaining inverts, if necessary, will be billed as an additional expense.
 - c. Confined space entry is not included. Survey personnel will not enter drainage, sanitary, or other utility structures to obtain pipe sizes or invert information.
 - d. Access to private properties will be arranged by the City of Watertown if necessary.
3. AKRF assumes curb realignments will not be completed as part of this work. It is assumed that the roadway widths and traffic patterns will remain unchanged.
4. AKRF assumes that any sidewalk improvements and ADA ramp improvements will be designed under a separate scope of work and are therefore excluded from this proposal.
5. AKRF assumes that drainage improvements or modifications to existing drainage infrastructure will not be completed as part of this scope.
6. AKRF assumes that the design of utility improvements will not be required and is not included in this scope of work. It is anticipated that the coordination with appropriate utility companies will be performed by the City.
7. AKRF assumes that the limits of new pavement markings and signage is limited to the project limits depicted in Attachment B and will be called out on the plans as "to be provided by others". The design of new signage and pavement markings beyond the project limits can be provided at additional cost.
8. The preparation of Maintenance and Protection of Traffic (MPT) and temporary signal plans is excluded from this Scope of Work.
9. Construction administration scope includes up to two site visits/inspections to observe quality and progress of construction. Resident engineering and full-time inspection services are not included as part of this scope of work but can be provided upon request.
10. AKRF will utilize the existing traffic signal timing and phasing for the traffic signal design. Additional data collection and analysis is not included but can be provided at an additional cost.
11. AKRF assumes that all the proposed work will be within the existing right-of-way/easements. This proposal does not include work associated with land acquisition including preparation of easement or property acquisition maps. A separate scope and fee can be provided for this work, if required.
12. AKRF assumes no test pits will be required during design. It is anticipated that if test pits are required, then they will be performed by the selected contractor during construction. If test pits are required during design, a separate scope and fee can be provided.
13. AKRF assumes that coordination with adjacent property owners, if required, will be performed by the City of Watertown.
14. Preparation of additional design drawings, sketches, or bulletins during construction that are necessitated because of changes to the project design due to field conditions, scope changes, or other unavoidable situations is not included as part of this proposal. Furthermore, additional services consisting of a redesign to the contract documents, inspection services, or project representation above and beyond the services called for under this proposal will be considered an additional service. AKRF will submit a detailed scope fee for additional services prior to performing the associated work.

FEE SCHEDULE

AKRF will complete the above Scope of Work for Tasks 1 through 6 for a fee not to exceed the amount of \$74,920, in accordance with our standard terms and conditions, Attachment A. Tasks will be billed on a lump sum basis. This proposal, including its pricing and terms, is valid for 90 days from the Proposal's date listed above.

Table 1
Fee Estimate

Task	Cost
DESIGN SERVICES	
Task 1 – Boundary and Topographic Survey	\$8,000
Task 2 – Semi-Final Design	\$27,740
Task 3 – Final Design	\$13,780
Design Services Subtotal	\$49,520
ADDITIONAL SUPPORT SERVICES	
Task 4 – Special Specifications	\$5,700
Task 5 – Construction Administration	\$14,340
Task 6 – Controller Programming and System Integration	\$5,360
Support Services Subtotal	\$25,400
TOTAL FEE	\$74,920

Thank you for the opportunity to submit this proposal. We are looking forward to working with you on this exciting project. If you have any questions, please call Marissa Tarallo at 914.922.2367 or William McElroy at 401.487.4206. If you agree to the terms of this proposal, please acknowledge acceptance by signing below and sending a copy to us.

Sincerely,
AKRF, Inc.



Marissa Tarallo, PE, PTOE
Vice President



William McElroy, PMP, IMSA III
Director of Intelligent Transportation Systems

ACKNOWLEDGED AND ACCEPTED:

<hr/>	
Name	Title
<hr/>	
Company	Date
<hr/>	
Signature	

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Services and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Services. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Services and/or Services described in the Scope of Services (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Services. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges

applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall render the Services, any Additional Work and all other obligations under this Agreement in accordance with: (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale ("Standard of Care"), and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Consultant shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity, and any such obligation is hereby fully and expressly disclaimed.
- b. Subject to the Standard of Care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, Client, contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- c. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- d. Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- e. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Services, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii)

shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when

the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Services.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.
- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, pandemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not actively solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby. This prohibition, however, shall not prevent a party from soliciting for employment or employing any such person (a) by means of general solicitations or advertisements in periodicals including newspapers and trade publications and websites so long as such solicitations or advertisements are in the ordinary course of business consistent with past practice and not specifically directed or targeted at employees of the other party or their affiliates or subsidiaries; (b) if such person approaches a party or any of its affiliates or subsidiaries on an unsolicited basis; or (c) following cessation of such person's employment with a party or any of its affiliates or subsidiaries.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially

all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third-parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Survival.

Any provisions of this Agreement which by their nature survive termination, shall survive termination of the Agreement.

20. Entire Agreement.

This Agreement, including any Scope of Services, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

21. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an "Electronic Signature") shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto.

City of Watertown Traffic Signal Replacement Design

		VP	Sr. Proj Manager	Sr. Engineer	Engineer 2	Engineer 1				
Tasks - Base Scope	Hourly Rate	\$250	\$235	\$200	\$165	\$155	Total Hours	Burdened Costs	Expenses	Total Costs
1 Boundary & Topographic Survey		0	0	0	0	0	0	\$ -	\$ 8,000.00	\$ 8,000.00
Survey (Storino Geomatics, PLLC)									\$ 8,000.00	\$ 8,000.00
2 Semi-Final (60%) Design	4	20	32	76	20	152	\$ 27,740.00	\$ -	\$ -	\$ 27,740.00
Cover Sheet, General Notes, Existing Conditions/Removals			6			12	18	\$ 3,270.00	\$ -	\$ 3,270.00
East/ West Main Street and Mill Street Signal Plan			2		16		18	\$ 3,110.00	\$ -	\$ 3,110.00
Moulton Street/ Main Avenue and Mill Street Signal Plan	2		4	16	24	4	50	\$ 9,220.00	\$ -	\$ 9,220.00
Washington Street and Paddock Street Signal Plan	2		4	16	24	4	50	\$ 9,220.00	\$ -	\$ 9,220.00
Detail Sheets			2		4		6	\$ 1,130.00	\$ -	\$ 1,130.00
Quantities			2		8		10	\$ 1,790.00	\$ -	\$ 1,790.00
3 Final (100%) Design	8	16	4	40	4	72	\$ 13,780.00	\$ -	\$ -	\$ 13,780.00
Cover Sheet, General Notes, Existing Conditions/Removals	2		2			4	8	\$ 1,590.00	\$ -	\$ 1,590.00
East/ West Main Street and Mill Street Signal Plan	1				4		5	\$ 910.00	\$ -	\$ 910.00
Moulton Street/ Main Avenue and Mill Street Signal Plan	2		4		12		18	\$ 3,420.00	\$ -	\$ 3,420.00
Washington Street and Paddock Street Signal Plan	2		4		12		18	\$ 3,420.00	\$ -	\$ 3,420.00
Detail Sheets	1		2		4		7	\$ 1,380.00	\$ -	\$ 1,380.00
Quantities			2	4			6	\$ 1,270.00	\$ -	\$ 1,270.00
Estimate			2		8		10	\$ 1,790.00	\$ -	\$ 1,790.00
4 Special Specifications	4	20	0	0	0	24	\$ 5,700.00	\$ -	\$ -	\$ 5,700.00
Special Specifications	4		20				24	\$ 5,700.00	\$ -	\$ 5,700.00
5 Construction Administration	2	24	16	0	0	42	\$ 9,340.00	\$ 5,000.00	\$ -	\$ 14,340.00
Submittals/ RFIs	2		8	16			26	\$ 5,580.00	\$ 5,000.00	\$ 10,580.00
Site Visits (2)			16				16	\$ 3,760.00	\$ -	\$ 3,760.00
6 Controller Programming/ Integration	0	16	8	0	0	24	\$ 5,360.00	\$ -	\$ -	\$ 5,360.00
Controller Programming/ Integration			16				16	\$ 3,760.00		\$ 3,760.00
Communication Set Up				8			8	\$ 1,600.00	\$ -	\$ 1,600.00
Total Hours		18	96	60	116	24	314	\$ 61,920.00		\$ 74,920.00
Time & Materials Costs										
Expenses									\$ 13,000.00	
TOTAL										\$ 74,920.00



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Troy, NY 12180
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www.akrf.com

Thomas Compo, PE
City of Watertown
521 Newell Street
Watertown, NY 13601

6.27.2025

Re: City of Watertown Traffic Signal Replacement Design – Stone Street and South Massey Street

Dear Mr. Compo:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this proposal for traffic engineering consulting services to the City of Watertown (the "Client") in connection with the design of overhead signal infrastructure and associated equipment in the City of Watertown at the intersection of Stone Street and South Massey Street.

SCOPE OF WORK

AKRF understands that the City intends to replace the span wire and signal heads at the intersection of Stone Street and South Massey Street while retaining the existing span poles. AKRF previously conducted a span wire analysis of the existing span loading and reviewed the available record plans indicating the loading capacity of the pole and foundation at the time of installation. Based on the existing span wire analysis, AKRF developed a signal head replacement layout that would have a slightly lower maximum loading than the existing span wire to ensure the existing signal poles can support the new loading. Based on the signal head replacement layout developed, AKRF will redesign the overhead span wire, utilizing the existing signal poles and including all 8-inch new signal heads, and wiring. Vehicle detection, a new controller, meter pan, disconnect switch and closed overhead service will be provided. As the pedestrian signals and ADA ramps have been recently replaced the design will incorporate the existing infrastructure to remain in place. The design will be in accordance with NYSDOT and Manual on Uniform Traffic Control Devices (MUTCD) standards using AutoCAD.

In addition to the signal replacement, overhead utility wires which have been installed throughout the lifecycle of the signal are not compliant with current clearance requirements. As such, AKRF will coordinate with the appropriate utility companies to relocate the necessary overhead wires to meet current NYSDOT clearance requirements to traffic signal infrastructure.

The signal will be equipped with wireless communication capabilities for future connectivity to the City of Watertown's cloud-based centralized signal system for ongoing monitoring by City staff with the support of AKRF.

Once designed, AKRF will provide construction administration as well as signal programming support during construction as outlined below.

The following Scope of Work outlines the tasks to be completed to develop construction plans for the replacement of traffic signal equipment at each location.

TASK 1 – BOUNDARY AND TOPOGRAPHIC SURVEY

AKRF will retain Storino Geomatics, PLLC (Storino) to complete a Right-of-way, Topographic, Location and Utility Survey at the intersection of Stone Street and South Massey Street to facilitate design of the replacement traffic signal. The limits of the survey are depicted in red on the map in Attachment A.

This task will include providing the horizontal and vertical location of site features, utility hardware, vehicular and pedestrian ingress and egress, directional striping and signage within the area outlined in red in Attachment A. Spot elevations will be obtained at approximate fifty (50) foot cross sections with contours being generated at one (1) foot intervals. The datum for topography will be based upon NAVD 1988 elevations. Utility information will be shown based upon utility company markouts, available mapping and physical field evidence. Storm sewer, rim, grate and invert elevations will be provided including pipe size

and flow direction. The available tax maps, deeds, roadway mapping and filed maps that may be necessary to establish the rights of way within the aforementioned area will be obtained and collectively compiled into the existing conditions mapping.

TASK 2 – SEMI-FINAL DESIGN (60% CONSTRUCTION DOCUMENT)

Using the existing conditions mapping developed from the survey and the information collected during the Citywide signal inventory, AKRF will prepare semi-final design plans (60% construction document level) for the intersection of Stone Street and South Massey Street. It is assumed that the traffic signal plan will be included in the plan set proposed under separate cover for the replacement of three signals in the City of Watertown dated June 13, 2025. As such, this proposal includes developing the existing conditions and removal plan and traffic signal plan for the intersection with all other sheets provided in the June 13, 2025 proposal. The existing conditions and removal plan will depict the existing conditions obtained from the completed survey and identifies the removals associated with the traffic signal span wire and signal heads. The traffic signal plan will show the replacement span wire, revised signal head and sign layout, wiring and video detection system as well as the existing equipment to remain. AKRF will also prepare any required notes for the construction of the traffic signal and a detailed estimate of quantities and associated signal tables needed for construction of the traffic signal. The quantities will be organized by NYSDOT standard item numbers.

Apart from recalculating the clearance intervals, it is assumed that the existing traffic signal timing and phasing will remain and the need for traffic counts or traffic operations analysis will not be required.

TASK 3 – FINAL DESIGN (100% CONSTRUCTION DOCUMENT)

Following review and comments from the City, AKRF will advance the semi-final plans and quantities to final design and prepare the engineer's cost estimate. In addition, AKRF will develop the bid sheet, listing standard pay items and associated quantities, for inclusion in the full bid package.

TASK 4 – UTILITY COORDINATION

Based on the location of the overhead electrical wires at the intersection, utility coordination is anticipated during construction administration. AKRF will on a time and materials basis provide coordination on behalf of the City including initial outreach with schedule for the proposed signal replacement and ongoing coordination with the selected contractor as needed. AKRF will conduct coordination for a fee not to exceed without written approval from the City.

TASK 4 – CONSTRUCTION ADMINISTRATION

AKRF will provide construction support services including review of contractor bids and construction submittals to ensure that they meet the intent of the contract documents. Services will include:

- Review submittals, samples, shop drawings, as-built drawings, schedules and other submissions for conformance to the contract documents.
- Respond to RFIs to clarify design intent.
- Assist in review of contractor pay requisitions.

Up to two site visits/inspections to observe quality and progress of construction are assumed in AKRF's June 13, 2025 proposal. Site visits associated with the construction of Stone Street and Massey Street are assumed to occur at the same time and as such, no additional site visits are assumed as part of this Scope of Work. Resident engineering and full-time inspection services are not included as part of this scope of work but can be provided upon request.

TASK 5 – CONTROLLER PROGRAMMING AND SYSTEM INTEGRATION

AKRF will provide controller programming for the traffic signal controller replacements at the intersection of Stone Street and South Massey Street. In addition, AKRF will facilitate communication to the signal for future integration into a Citywide cloud-based centralized traffic signal management system.

ASSUMPTIONS AND EXCLUSIONS:

1. It is assumed that preparation of front-end procurement and contracting requirements will be prepared by the City. AKRF assumes the sections prepared by the City include:
 - Notice to Bidders
 - Information for Bidders (supported by AKRF)
 - Bid Forms (excluding Bid Sheet prepared by AKRF)
 - Indemnification Agreement, Performance, and Labor & Material Payment Bond
 - Maintenance Bond
 - Wage Rates and Labor Standards
 - General Conditions
 - Insurance
 - Special Conditions
2. The survey scope assumes the following:
 - a. The removal of manhole lids to obtain invert information will not require any specialized equipment.
 - b. Police detail for traffic control while obtaining inverts, if necessary, will be billed as an additional expense.
 - c. Confined space entry is not included. Survey personnel will not enter drainage, sanitary, or other utility structures to obtain pipe sizes or invert information.
 - d. Access to private properties will be arranged by the City of Watertown if necessary.
3. AKRF assumes curb realignments, sidewalk improvements and ADA ramp improvements will not be completed as part of this work. It is assumed that the roadway widths and traffic patterns will remain unchanged.
4. AKRF assumes that drainage improvements or modifications to existing drainage infrastructure will not be completed as part of this scope.
5. AKRF assumes that the design of utility improvements will not be required and is not included in this scope of work. It is anticipated that the coordination with appropriate utility companies will be performed by the City.
6. AKRF assumes that the limits of new pavement markings and signage is limited to the project limits depicted in Attachment A and will be called out on the plans as "to be provided by others". The design of new signage and pavement markings beyond the project limits can be provided at additional cost.
7. The preparation of Maintenance and Protection of Traffic (MPT) and temporary signal plans is excluded from this Scope of Work.
8. Construction administration scope includes up to two site visits/inspections to observe quality and progress of construction. Resident engineering and full-time inspection services are not included as part of this scope of work but can be provided upon request.
9. AKRF will utilize the existing traffic signal timing and phasing for the traffic signal design. Additional data collection and analysis is not included but can be provided at an additional cost.
10. AKRF assumes that all the proposed work will be within the existing right-of-way/easements. This proposal does not include work associated with land acquisition including preparation of easement or property acquisition maps. A separate scope and fee can be provided for this work, if required.
11. AKRF assumes no test pits will be required during design. It is anticipated that if test pits are required, then they will be performed by the selected contractor during construction. If test pits are required during design, a separate scope and fee can be provided.
12. AKRF assumes that coordination with adjacent property owners, if required, will be performed by the City of Watertown.

13. Up to two site visits/inspections to observe quality and progress of construction are assumed in AKRF's June 13, 2025 proposal. Site visits associated with the construction of Stone Street and Massey Street are assumed to occur at the same time and as such, no additional site visits are assumed as part of this Scope of Work.
14. Preparation of additional design drawings, sketches, or bulletins during construction that are necessitated because of changes to the project design due to field conditions, scope changes, or other unavoidable situations is not included as part of this proposal. Furthermore, additional services consisting of a redesign to the contract documents, inspection services, or project representation above and beyond the services called for under this proposal will be considered an additional service. AKRF will submit a detailed scope fee for additional services prior to performing the associated work.

FEE SCHEDULE

AKRF will complete the above Scope of Work for Tasks 1, 2, 3, 5 and 6 for a fee not to exceed the amount of \$19,500 and Task 4 will be completed on a time and materials basis for a fee not to exceed \$5,000 without written authorization from the City, in accordance with our standard terms and conditions, Attachment B. Tasks 1, 2, 3, 5, and 6 will be billed on a lump sum basis with Task 4 billed on an hourly basis, see Attachment C for hourly billing rates. This proposal, including its pricing and terms, is valid for 90 days from the Proposal's date listed above.

Table 1
Fee Estimate

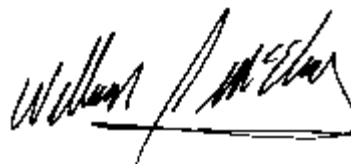
Task	Fee Type	Cost
DESIGN SERVICES		
Task 1 – Boundary and Topographic Survey	Lump Sum	\$3,900
Task 2 – Semi-Final Design	Lump Sum	\$6,220
Task 3 – Final Design	Lump Sum	\$5,070
Design Services Subtotal		\$15,190
ADDITIONAL SUPPORT SERVICES		
Task 4 – Utility Coordination	Not to Exceed	\$5,000
Task 5 – Construction Administration	Lump Sum	2,570
Task 6 – Controller Programming and System Integration	Lump Sum	1,740
Support Services Subtotal		\$9,310
TOTAL FEE		\$24,500

Thank you for the opportunity to submit this proposal. We are looking forward to working with you on this exciting project. If you have any questions, please call Marissa Tarallo at 914.922.2367 or William McElroy at 401.487.4206. If you agree to the terms of this proposal, please acknowledge acceptance by signing below and sending a copy to us.

Sincerely,
AKRF, Inc.



Marissa Tarallo, PE, PTOE
Vice President

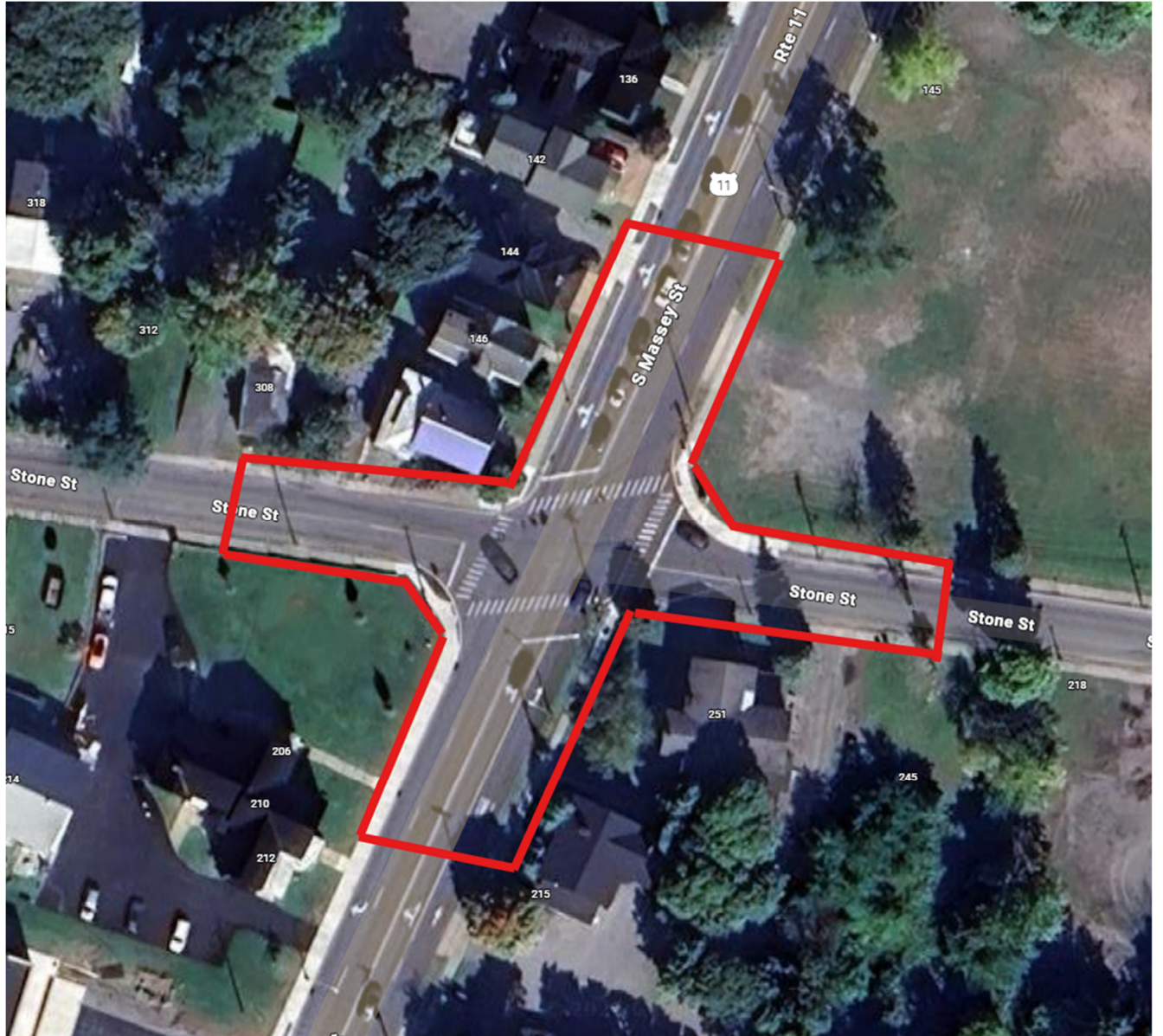


William McElroy, PMP, IMSA III
Director of Intelligent Transportation Systems

ACKNOWLEDGED AND ACCEPTED:

Name	Title
Company	Date
Signature	

ATTACHMENT A



ATTACHMENT B

STANDARD TERMS AND CONDITIONS

1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Services and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Services. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Services and/or Services described in the Scope of Services (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Services. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message,

personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall render the Services, any Additional Work and all other obligations under this Agreement in accordance with: (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale ("Standard of Care"), and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Consultant shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity, and any such obligation is hereby fully and expressly disclaimed.
- b. Subject to the Standard of Care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, Client, contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- c. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- d. Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- e. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Services, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim

sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Services.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.
- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, pandemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not actively solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby. This prohibition, however, shall not prevent a party from soliciting for employment or employing any such person (a) by means of general solicitations or advertisements in periodicals including newspapers and trade publications and websites so long as such solicitations or advertisements are in the ordinary course of business consistent with past practice and not specifically directed or targeted at employees of the other party or their affiliates or subsidiaries; (b) if such person approaches a party or any of its affiliates or subsidiaries on an unsolicited basis; or (c) following cessation of such person's employment with a party or any of its affiliates or subsidiaries.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third-parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or

in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Survival.

Any provisions of this Agreement which by their nature survive termination, shall survive termination of the Agreement.

20. Entire Agreement.

This Agreement, including any Scope of Services, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

21. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an "Electronic Signature") shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto.

ATTACHMENT C
HOURLY BILLING RATES

AKRF Hourly Rate Schedule	
Employee Category	Hourly Rate
Senior Officer	\$260
Officer	\$250
Senior Technical Director	\$235
Technical Director	\$220
Senior Professional	\$200
Professional II	\$165
Professional I	\$155
Technical II	\$145
Technical I	\$120
Notes: Out of pocket expenses will be billed at 1.10 times actual cost. These rates are effective through December 31, 2025.	



120 Defreest Drive, Suite 140
Troy, NY 12180
tel: 518.720.7020
www.akrf.com

Thomas Compo, PE
City of Watertown
521 Newell Street
Watertown, NY 13601

6.13.2025

Re: City of Watertown Curb Ramp Replacement Design

Dear Mr. Compo:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this proposal for roadway engineering consulting services to the City of Watertown (the "Client") in connection with the design of replacement curb ramps in the City of Watertown at the following intersections:

1. Moulton Street/ Main Avenue and Mill Street
2. Washington Street and Paddock Street

SCOPE OF WORK

AKRF understands that the City seeks full replacement of all curb ramps at the above referenced intersections utilizing funds from the Consolidated Local Street and Highway Improvement Program (CHIPS). For this project, AKRF will develop plans and details, special specifications, and a construction estimate in accordance with the City of Watertown and New York State Department of Transportation (NYSDOT) Standard Sheets and Specifications, utilizing NYSDOT items. Curb ramps will be designed to conform to the current Americans with Disabilities Act (ADA), Public Rights-of-Way Access Guidelines (PROWAG), and NYSDOT criteria. All curb ramp elements will be detailed in the design, including ramp surfaces, turning spaces or landings, ramp side or back treatments, and detectable warning strips. Repair/restoration of adjacent areas affected by the installation of the new curb ramp will also be detailed in the design, including sidewalk segments to transition from the new curb ramp to existing sidewalk, asphalt or concrete pavement restoration, amenity strips, curb, and pavement markings. Design and relocation of traffic and pedestrian signals systems is provided under a separate proposal and expected to be designed concurrently with this work. If an existing curb ramp location cannot be reconstructed to meet standards, a Non-Standard Feature Justification form will be prepared.

The following Scope of Work outlines the tasks to be completed to develop construction documents, including plans, specifications, and estimate, for the replacement of curb ramps at the two intersections specified above.

TASK 1 - SEMI-FINAL DESIGN (60% CONSTRUCTION DOCUMENT)

AKRF will develop a semi-final design for the replacement of all curb ramps at both intersections. It is assumed these curb ramps will be designed concurrently with the traffic signal plans and included as part of the traffic signal plan set, as detailed in a separate proposal.

Task 1 deliverables will include the following:

- 60% Construction Plan – includes curb ramp layout at all corners of each intersection, pavement markings, adjacent restoration, and grading design.
- 60% Curb Ramp Enlargement Plans – includes each ramp at an increased scale for clarity.
- 60% Miscellaneous Details - compilation of the appropriate details needed for construction of the proposed improvements.
- 60% Curb Ramp Table – details all elements of each curb ramp, including ramp side or back treatments, detectable warning strips, ramp type, and item number.

TASK 2 - FINAL DESIGN (100% CONSTRUCTION DOCUMENT)

Following review and comments from the City, AKRF will advance the construction documents to final design and prepare the engineer's cost estimate, special specifications, and Non-Standard Feature Justification Form (if required).

Task 2 deliverables will include all documents from Task 1, advanced to 100%, and the following:

- NYSDOT Special Specifications
- 100% Construction Cost Estimate
- Non-Standard Feature Justification forms

Development of the bid sheet, listing standard pay items and associated quantities, for inclusion in the full bid package, is provided under the separate Traffic Signal proposal.

TASK 3 – CONSTRUCTION ADMINISTRATION

AKRF will provide construction support services including reviewing construction submittals to ensure that they meet the intent of the contract documents. Services will include:

- Review submittals, samples, shop drawings, as-built drawings, and other submissions for conformance to the contract documents.
- Respond to RFIs to clarify design intent.

Review of bids, review of pay requisitions, and site visits/inspections to observe quality and progress of construction are provided under the separate Traffic Signal proposal. Resident engineering and full-time inspection services are not included as part of this scope of work but can be provided upon request.

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that preparation of front-end procurement and contracting requirements will be prepared by the City. AKRF assumes the sections prepared by the City include:
 - Notice to Bidders
 - Information for Bidders (supported by AKRF)
 - Bid Forms (excluding Bid Sheet prepared by AKRF)
 - Indemnification Agreement, Performance, and Labor & Material Payment Bond
 - Maintenance Bond
 - Wage Rates and Labor Standards
 - General Conditions
 - Insurance
 - Special Conditions
2. AKRF assumes curb realignments will not be completed as part of this work. It is assumed that the roadway widths and traffic patterns will remain unchanged.
3. It is assumed that the curb ramp plans and details will be included as part of the overall Traffic Signal Plan Set, provided under a separate proposal, and that separate title sheet, general notes/legend, and key map will not be required.
4. It is assumed that the survey included in the separate proposal for Traffic Signal Design will be utilized for curb ramp design.

5. AKRF assumes that utility relocations will not be required and that utility manholes, handholes, valves, and meters will only require adjustment to proposed grades. AKRF assumes that coordination with utilities, if required, will be performed by the City of Watertown.
6. AKRF assumes that any drainage work required will be limited to minor adjustment or replacement of existing frame and grate/cover castings.
7. Submissions to or review and implementation of comments from any entities other than the Client are excluded, but can be added for an additional fee.
8. AKRF assumes there will be no permitting as part of this project.
9. AKRF assumes design reports will not be required as part of this project.
10. The preparation of Maintenance and Protection of Traffic (MPT) is excluded from this Scope of Work.
11. Development of the bid sheet, listing standard pay items and associated quantities, for inclusion in the full bid package, is provided under the separate Traffic Signal proposal.
12. Review of bids, review of pay requisitions, and site visits/inspections to observe quality and progress of construction are provided under the separate Traffic Signal proposal. Resident engineering and full-time inspection services are not included as part of this scope of work but can be provided upon request.
13. AKRF assumes that all the proposed work will be within the existing right-of-way/easements. This proposal does not include work associated with land acquisition including preparation of easement or property acquisition maps. A separate scope and fee can be provided for this work, if required.
14. AKRF assumes no test pits will be required during design. It is anticipated that if test pits are required, then they will be performed by the selected contractor during construction. If test pits are required during design, a separate scope and fee can be provided.
15. AKRF assumes that coordination with adjacent property owners, if required, will be performed by the City of Watertown.
16. Preparation of additional design drawings, sketches, or bulletins during construction that are necessitated because of changes to the project design due to field conditions, scope changes, or other unavoidable situations is not included as part of this proposal. Furthermore, additional services consisting of a redesign to the contract documents, inspection services, or project representation above and beyond the services called for under this proposal will be considered an additional service. AKRF will submit a detailed scope fee for additional services prior to performing the associated work.

FEE ESTIMATE

AKRF will complete the above Scope of Work for Tasks 1 through 3 for a fee not to exceed amount of \$28,220, in accordance with our standard terms and conditions, Attachment A. Tasks will be billed on a lump sum basis. This proposal, including its pricing and terms, is valid for 90 days from the Proposal's date listed above.

Table 1 - Fee Estimate

Task	Fee Type	Base Contract Fee
Task 1 - Semi-Final Design (60% Construction Document)	Lump Sum	\$13,890
Task 2 - Final Design (100% Construction Document)	Lump Sum	\$12,150
Task 3 - Construction Administration	Lump Sum	\$2,180
Total		\$28,220

Thank you for the opportunity to submit this proposal. We look forward to working with you on this exciting project. If you have any questions, please contact Marissa Tarallo at mtarallo@akrf.com or Michael Borst at mborst@akrf.com. If you agree to the terms of this proposal, please acknowledge acceptance by signing below and sending a copy to us.



Marissa Tarallo, PE, PTOE
Vice President



Michael Borst, PE
Senior Technical Director

ACKNOWLEDGED AND ACCEPTED:

Name

Title

Company

Date

Signature

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Services and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Services. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Services and/or Services described in the Scope of Services (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Services. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges

applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall render the Services, any Additional Work and all other obligations under this Agreement in accordance with: (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale ("Standard of Care"), and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Consultant shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity, and any such obligation is hereby fully and expressly disclaimed.
- b. Subject to the Standard of Care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, Client, contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- c. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- d. Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- e. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Services, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii)

shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when

the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Services.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.
- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, pandemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not actively solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby. This prohibition, however, shall not prevent a party from soliciting for employment or employing any such person (a) by means of general solicitations or advertisements in periodicals including newspapers and trade publications and websites so long as such solicitations or advertisements are in the ordinary course of business consistent with past practice and not specifically directed or targeted at employees of the other party or their affiliates or subsidiaries; (b) if such person approaches a party or any of its affiliates or subsidiaries on an unsolicited basis; or (c) following cessation of such person's employment with a party or any of its affiliates or subsidiaries.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially

all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third-parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Survival.

Any provisions of this Agreement which by their nature survive termination, shall survive termination of the Agreement.

20. Entire Agreement.

This Agreement, including any Scope of Services, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.


21. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an "Electronic Signature") shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto.


City of Watertown Curb Ramp Replacement Design

TITLE	Senior Officer	Senior Technical Director	P1	HOURS TOTAL	LABOR TOTAL	Expense	TOTAL
	EMPL	WH	MB				
SCOPE OF WORK	RATE	\$ 260	\$ 235	\$ 155			
TASK 1 - SEMI-FINAL DESIGN (60% CONSTRUCTION DOCUMENT)							\$ 13,890
60% Design		4	25	45	74	\$ 13,890	
TASK 2 - FINAL DESIGN (100% CONSTRUCTION DOCUMENT)							\$ 12,150
100% Design		4	12	30	46	\$ 8,510	
Cost Estimate		2	8	8	18	\$ 3,640	
TASK 3 - CONSTRUCTION ADMINISTRATION							\$ 2,180
Submittals/ RFIs			4	8	12	\$ 2,180	
HOURS TOTAL		10	49	91			
DOLLARS/HOUR		\$ 260	\$ 235	\$ 155	150	\$ 28,220	\$ -
SUB-TOTAL		\$ 2,600	\$ 11,515	\$ 14,105			\$ 28,220

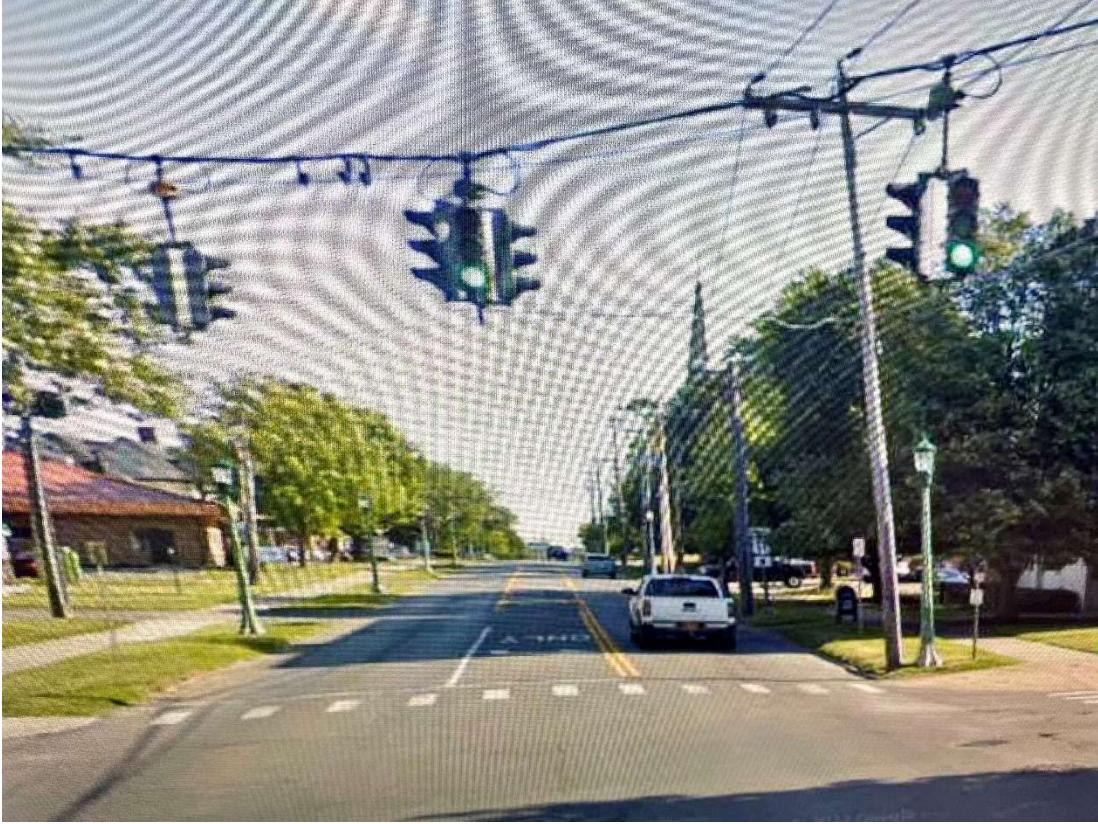
FISCAL YEAR 2024-2025
CAPITAL BUDGET
INFRASTRUCTURE
TRAFFIC SIGNALS

PROJECT DESCRIPTION	COST
<p data-bbox="159 457 1218 499">Traffic Signals (#20) Upgrades - Mill Street and Main Avenue Rebuild</p> <p data-bbox="159 537 1235 716">This request is to rebuild the traffic signal facilities at the at Mill Street and Main Street East intersection. The current signal is a span wire assembly with all components nearing the end of their life cycle at 40 +years. The rebuild will incorporate new, ADA compliant pedestrian crossing facilities including count down timers and sidewalk ramps.</p>  <p data-bbox="159 1787 1161 1892">Funding to support this project will be through New York State Department of Transportation Consolidated Local Street and Highway Improvement Program (CHIPS).</p>	<p data-bbox="1279 447 1453 489">\$ 250,000</p>
TOTAL	\$250,000

FISCAL YEAR 2024-2025
CAPITAL BUDGET
INFRASTRUCTURE
TRAFFIC SIGNALS

PROJECT DESCRIPTION	COST
<p data-bbox="159 457 1235 499">Traffic Signals (#17) Upgrades - Massey Street / Stone Street Rebuild</p> <p data-bbox="159 535 1235 640">This request is to rebuild the traffic signal facilities at the Massey Street and Stone Street intersection. The current signal is a span wire assembly with all the components nearing the end of their life cycle at 40 +years.</p>  <p data-bbox="159 1801 1161 1906">Funding to support this project will be through New York State Department of Transportation Consolidated Local Street and Highway Improvement Program (CHIPS).</p>	<p data-bbox="1284 443 1446 485">\$125,000</p>
TOTAL	\$125,000

FISCAL YEAR 2025-2026
CAPITAL BUDGET
INFRASTRUCTURE
TRAFFIC SIGNALS

PROJECT DESCRIPTION	COST
<p>Signal 33, Washington Street / Paddock Street</p> <p>This request is to remove the traffic signal facilities at the Washington Street and Paddock Street intersection and install new mast arms. The current signal is a span wire assembly with all the components nearing the end of their life cycle at 40 +years.</p>  <p>Funding to support this project will be through New York State Department of Transportation Consolidated Local Street and Highway Improvement Program (CHIPS).</p>	<p>\$ 250,000</p>
TOTAL	\$250,000

Proposed Local Law of 2025

August 18, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: A Local Law to Repeal Local Law No. 1 of 2021, In Part, Which Opted Out of Licensing and Establishing Retail Cannabis Dispensaries Within the City of Watertown

On July 19, 2021, the City Council voted to adopt a Local Law opting out of licensing and establishing retail cannabis dispensaries and on-site cannabis consumption establishments within the City of Watertown. This proposed local law intends to repeal the portion that opted out of licensing and establishing retail cannabis dispensaries and continue the opt-out of licensing and establishing on-site cannabis consumption establishments.

While this proposal supports permitting the sale of retail cannabis within the City, it continues the City's opt-out of licensing and establishing on-site cannabis consumption establishments. This position is based on the fact that New York State's rules and regulations governing on-site consumption, whether at dispensaries or other venues, have not yet been finalized. Maintaining the opt-out status for on-site consumption ensures the City can fully evaluate the State's final guidance before considering any changes.

If the City Council wishes to proceed with the proposed Local Law, a public hearing must be scheduled. Staff recommends that a public hearing be scheduled for 7:15 p.m. on Tuesday, September 2, 2025, to hear public input on the proposed legislation.

LOCAL LAW

Page 1 of 2

A Local Law to Repeal Local Law
No. 1 of 2021, In Part, Which Opted
Out of Licensing and Establishing
Retail Cannabis Dispensaries
Within 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 _____

A Local Law to Repeal Local Law No. 1 of 2021, In Part, Which Opted Out of Licensing and Establishing Retail Cannabis Dispensaries Within the City of Watertown.

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

Section 1. Legislative Intent

It is the intent of this local law to repeal, in part, Local Law No. 1 of 2021, which opted the City of Watertown out of hosting retail cannabis dispensaries within its boundaries, and thereby opt back in and allow the establishment of cannabis dispensaries within its boundaries.

Section 2. Authority

This local law is adopted pursuant to New York State Cannabis Law § 131, which allowed cities to opt-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments and operate within their boundaries, and additionally allows cities to repeal such opt-out at any date.

Section 3. Repeal of Opt-Out of Local Cannabis Retail Dispensary Licensure and Establishment

The City Council of the City of Watertown hereby repeals, in part, Local Law No. 1 of 2021, and opts back in to permit only the licensure and establishment of retail dispensary licenses within its boundaries, under the terms of Article Four of the New York State Cannabis Law.

Section 4. Continued Opt-Out of On-Site Cannabis Consumption Establishments

This Local Law is not intended to repeal the City of Watertown's opt-out of hosting on-site cannabis consumption establishments within its boundaries. Local Law No. 1 of 2021 shall remain in effect only to the extent it opts out of hosting on-site cannabis consumption establishments.

Section 4. 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

LOCAL LAW

Page 2 of 2

A Local Law to Repeal Local Law
No. 1 of 2021, In Part, Which Opted
Out of Licensing and Establishing
Retail Cannabis Dispensaries
Within 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

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.

Section 5. Effective Date

This local law shall take effect immediately upon filing with the Secretary of State.

Seconded by _____

Tabled Resolution

August 18, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Limited Waiver of Attorney-Client Privilege and Testimony by
Former Harris Beach Murtha Attorneys in Ethics Proceeding Against Council
Member Clifford Olney

This resolution was introduced to the Council on August 4, 2025, and was tabled for further review.

This resolution authorizes a limited waiver of attorney-client privilege to allow Attorney Matthew G. Jubelt, who is representing the City in the ethics proceeding against Council Member Clifford Olney, to communicate with former City Attorneys from the Harris Beach Murtha law firm. The waiver is necessary to permit discussion of specific matters relevant to the ethics charges, including potential testimony.

The waiver is narrowly tailored to apply only to communications related to the Watertown Golf Course transaction, a February 2023 appraisal, and associated access agreements, and is limited to those that occurred on or about March 8, 2023. All other privileged communications remain protected. This authorization is intended to ensure that all relevant information can be considered during the ethics hearing process.

The attached resolution is being presented for City Council consideration.

RESOLUTION

Page 1 of 2

Authorizing Limited Waiver of Attorney-Client Privilege and Testimony by Former Harris Beach Murtha Attorneys in Ethics Proceeding Against Council Member Clifford Olney

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 Mayor Sarah V.C. Pierce

WHEREAS, on or about October 21, 2024, the Watertown City Council brought ethics charges against Council Member Clifford Olney, and

WHEREAS, the Watertown City Council subsequently engaged Attorney Matthew G. Jubelt to represent the City in its prosecution of the ethics charges, and

WHEREAS, in order to enable Attorney Jubelt to perform such work he must be permitted to speak with the City's former attorneys regarding matters relating to the charges and, if he deems such necessary, call such attorneys as witnesses at the ethics hearing, and

WHEREAS, disclosure of the information in question is necessary under § 20(3) of the City Charter to permit the Council to hear all relevant evidence bearing on the ethics charges being considered,

NOW THEREFORE BE IT RESOLVED that the Watertown City Council authorizes Attorney Matthew G. Jubelt to speak with former City Attorneys with the law firm of Harris Beach Murtha in connection with the pending ethics charges and related matters and authorizes the attorneys of the Harris Beach Murtha law firm to speak with Attorney Jubelt regarding matters relevant to such charges including attorney-client privileged information about the firm's communications with Council Member Olney on or about March 8, 2023 concerning the Watertown Golf Course transaction, a February 20, 2023 appraisal, and related Access Agreements, and

BE IT FURTHER RESOLVED that the Watertown City Council authorizes Attorney Matthew G. Jubelt to notice and call as witnesses at the ethics hearing former City Attorneys with the Harris Beach Murtha law firm, and such attorneys are authorized to testify at the ethics hearing regarding matters pertaining to the ethics charges including providing information that may potentially be subject to the attorney-client privilege regarding communications between that firm and Council Member Olney on or about March 8, 2023 regarding the Watertown Golf Course transaction, a February 20, 2023 appraisal, and related Access Agreements, and

BE IT FURTHER RESOLVED that the Watertown City Council authorizes the law firm of Harris Beach Murtha to speak with Council Member Olney's legal representative in the ethics

RESOLUTION

Page 2 of 2

Authorizing Limited Waiver of Attorney-Client
Privilege and Testimony by Former Harris
Beach Murtha Attorneys in Ethics Proceeding
Against Council Member Clifford Olney

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

hearing with regard to their anticipated testimony in the ethics hearing of which notice is
provided by Attorney Jubelt, and

BE IT FURTHER RESOLVED that any waiver of the attorney-client privilege by the
Council authorized in this resolution shall be narrowly limited to only the scope of information
defined herein and shall not relate to any other matter upon which the Council, or City
employees, have received legal advice or assistance.

Seconded by Council Member Robert O. Kimball

Staff Report

August 18, 2025

To: The Honorable Mayor and City Council

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

Subject: Public Hearing for the Community Development Block Grant Program
Consolidated Annual Performance and Evaluation Report

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The first public hearing, typically held in March, is conducted as we prepare to write our Annual Action Plan.

A second public hearing must be held in September, after the conclusion of our program year on June 30, to allow the public to comment on the City's annual performance. The September public hearing coincides with the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). Federal regulations require that the City submit the CAPER within 90 days of the close of the program year, which is September 28. A draft of the CAPER has to be available for public review at least fifteen days prior to the scheduled public hearing. Staff plans to complete a draft of the CAPER by August 29, 2025.

In order to meet the public hearing requirement and comply with the time frames noted above, I am requesting that the City Council schedule a public hearing to hear public comments on the City's Community Development Block Grant Consolidated Annual Performance and Evaluation Report at **7:15 p.m. on Monday, September 15, 2025.**

August 12, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – July 2025

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last July, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$640,526 or 80.74%. In comparison to the budget projection for the month, revenue was down \$199,376 or 56.61%. Additionally, the City had to purchase electricity from National Grid for \$21,157 as the City did not produce enough to cover its accounts' usage.

	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Actual</u> <u>2025-26</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 165,435	\$ 380,883	\$ 793,352	\$ 152,826	\$ (640,526)	(80.74%)
August	\$ 157,460	\$ 26,670	\$ 688,115			
September	\$ 442,559	\$ 181	\$ 145,453			
October	\$ 216,702	\$ 184,779	\$ 79,259			
November	\$ 373,674	\$ 682,240	\$ 209,619			
December	\$ 533,542	\$ 826,789	\$ 542,585			
January	\$ 522,759	\$ 533,340	\$ 359,155			
February	\$ 477,279	\$ 626,162	\$ 195,739			
March	\$ 612,321	\$ 923,928	\$ 747,418			
April	\$ 872,321	\$ 785,870	\$ 905,006			
May	\$ 471,237	\$ 446,726	\$ 1,022,190			
June	<u>\$ 234,979</u>	<u>\$ 377,657</u>	<u>\$ 451,656</u>			
YTD	<u>\$5,080,268</u>	<u>\$5,795,225</u>	<u>\$6,139,548</u>	<u>\$ 152,826</u>	<u>\$ (640,526)</u>	<u>(80.74%)</u>

	<u>Original</u> <u>Budget</u> <u>2025-26</u>	<u>Actual</u> <u>2025-26</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 352,202	\$ 152,826	\$ (199,376)	(56.61%)	\$ 21,157
August	\$ 159,603				
September	\$ 151,765				
October	\$ 344,078				
November	\$ 641,102				
December	\$ 548,789				
January	\$ 409,739				
February	\$ 324,176				
March	\$ 607,067				
April	\$ 893,601				
May	\$ 663,278				
June	<u>\$ 429,600</u>				
YTD	<u>\$5,525,000</u>	<u>\$ 152,826</u>	<u>\$ (199,376)</u>	<u>(56.61%)</u>	<u>\$ 21,157</u>

August 12, 2025

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sales Tax Revenue – July 2025

Sales tax revenue was up \$140,332 or 6.55% compared to last July. In comparison to the original budget projection for the month, sales tax was up \$167,130 or 7.89%.

	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Actual 2024-25</u>	<u>Actual 2025-26</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 2,035,333	\$ 2,353,567	\$ 2,143,817	\$ 2,284,149	\$ 140,332	6.55%	
August	\$ 2,008,482	\$ 2,186,214	\$ 2,158,407				
September	\$ 2,757,376	\$ 2,490,458	\$ 2,615,865				N/A
October	\$ 1,847,562	\$ 1,907,106	\$ 1,867,195				
November	\$ 1,818,188	\$ 1,904,366	\$ 1,893,395				
December	\$ 2,232,223	\$ 2,223,964	\$ 2,437,266				N/A
January	\$ 1,849,036	\$ 1,851,962	\$ 1,888,207				
February	\$ 1,643,774	\$ 1,645,921	\$ 1,638,527				
March	\$ 2,041,305	\$ 1,899,459	\$ 2,114,743				N/A
April	\$ 1,888,370	\$ 1,908,041	\$ 1,970,112				
May	\$ 1,835,982	\$ 1,970,375	\$ 1,987,411				
June	\$ 2,566,086	\$ 2,542,299	\$ 2,423,378				N/A
YTD	<u>\$ 24,614,716</u>	<u>\$ 24,883,732</u>	<u>\$ 25,138,323</u>	<u>\$ 2,284,149</u>	<u>\$ 140,332</u>	<u>6.55%</u>	

	<u>Original Budget 2025-26</u>	<u>Actual 2025-26</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,117,019	\$ 2,284,149	\$ 167,130	7.89%	
August	\$ 2,131,427				
September	\$ 2,583,166				N/A
October	\$ 1,843,855				
November	\$ 1,869,728				
December	\$ 2,406,800				N/A
January	\$ 1,864,605				
February	\$ 1,618,045				
March	\$ 2,088,308				N/A
April	\$ 1,789,981				
May	\$ 1,848,458				
June	<u>\$ 2,393,608</u>				N/A
YTD	<u>\$ 24,555,000</u>	<u>\$ 2,284,149</u>	<u>\$ 167,130</u>	<u>7.89%</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.