

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, January 21, 2025
7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, January 21, 2025, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- Resolution No. 1 - Authorizing Shared Services Agreement Between New York State Department of Transportation (NYSDOT) and City of Watertown
- Resolution No. 2 - Rejecting Bids for Golf Course Irrigation Pump Replacement Project – P&T Supply & Services, Inc. and John R. Dudley Construction, Inc.
- Resolution No. 3 - Accepting Proposal for Legal Services – Bond, Schoeneck & King, PLLC
- Resolution No. 4 - Revising 2025 County Tax Rate
- Resolution No. 5 - Approving Change Order No. 2 for Thompson Park East Reservoir Pipe Leak Project, North Country Contractors, LLC.
- Resolution No. 6 - Establishing a New City Flag Policy

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – December 2024
2. Sale Tax Revenue – December 2024

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

To discuss proposed, pending or current litigation.

To discuss the employment history of a particular individual.

To discuss Collective Bargaining

ADJOURNMENT

WORK SESSION

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, FEBRUARY 3, 2025.

Res. No. 1

January 21, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Shared Services Agreement Between New York State Department of Transportation (NYSDOT) and City of Watertown

The New York State Department of Transportation (NYSDOT) has prepared the attached Shared Services Agreement to address emergency needs on our highway system without having to wait for paperwork to be processed or an Emergency Declaration to be enacted. It will allow our resources to work together in the event of an undeclared emergency.

This Agreement sets an amount not to exceed \$25,000 on the value of the services. No money will be exchanged. It also states that the City will indemnify the State for any and all claims arising out of acts or omissions under this Agreement. The Agreement replaces the four-year agreement that expires January 31, 2025 and has been reviewed by the Superintendent of Public Works.

Attached for City Council consideration is a Resolution authorizing the City Manager or their designee to enter into the Shared Services Agreement for four years, along with a copy of the Agreement.

RESOLUTION

Page 1 of 1

Authorizing Shared Services Agreement
Between New York State Department of
Transportation (NYSDOT) and City of
Watertown

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS pursuant to Section 99-r of the General Municipal Law, the State of New York and the City of Watertown wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and City roads and highways, and provide a cost savings by maximizing the effective utilization of both parties' resources, and

WHEREAS the City of Watertown desires to enter into an Agreement to share these services for any undeclared Emergency Events for four years,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Shared Services Agreement Between NYSDOT and City of Watertown, a copy of which is attached and made part of this Resolution, and

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

Seconded by _____



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

KENNETH M. BIBBINS, P.E.
Regional Director

December 23, 2024

City of Watertown
245 Washington St, Rm 302A
Watertown, NY 13601
Attn: Sarah Compo Pierce
Mayor



Dear Ms. Compo Pierce:

The New York State Department of Transportation is committed to assisting our Municipal partners in responding to emergencies that affect the transportation system. In the instance a local Highway System is impacted by an event, NYSDOT forces can normally only offer assistance when a Governor's Emergency Declaration has been made.

In the absence of a Governor's Emergency Declaration and/or suspension of Highway Law §55, NYSDOT forces can assist local Municipalities with issues on the local Highway System if a Shared Services Agreement has been entered into between the Municipality and New York State. By executing an Agreement beforehand, emergency needs on your Highway System can be addressed without having to wait for paperwork to be processed or an Emergency Declaration to be enacted.

You currently have an Emergency Shared Service Agreement which has expired, or will expire in 2025.

In order to have continued coverage of said agreement, we are inviting you to renew at this time. A new blank Shared Services Agreement form is attached. On page one under Item #4, please check your preferred term of agreement (check box 2- or 4-year), the start & end dates, then sign and date under the "MUNICIPALITY" at the bottom of the page. Schedule A on Page 2 should be left blank, as the emergency event would dictate what information is placed here.

Please return the signed Agreement to me at the following address:

New York State Department of Transportation
ATTN: Mark Catalina, 9th Floor
Dulles State Office Building
317 Washington St.
Watertown, NY 13601

Once all signatures have been made an executed copy will be returned for your records.

If you have any questions on this matter, please feel free to contact me at:

Phone: (315) 221-5424

Email: Mark.Catalina@dot.ny.gov

Sincerely,

A handwritten signature in blue ink that reads "Mark Catalina". The signature is written in a cursive style with a large, stylized initial "M".

Mark Catalina, P.E.T.

Operations Division, Region 7

Enclosure: Emergency Shared Service Agreement

SHARED SERVICES AGREEMENT
Between
NYSDOT and the City of Watertown

THIS AGREEMENT, dated [redacted], 20[redacted], is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the City of Watertown, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) years from [redacted] to [redacted]. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 07

MUNICIPALITY

By: _____ Date: _____
Rebecca Swartzentruber
Jefferson County Resident Engineer

By: [redacted] Date: [redacted]
Title: [redacted]

NYSDOT – Region 07

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency Services for Undeclared Emergencies to be Determined

Estimated Cost/Value of services, materials, or equipment (Check All that apply):

To Be Determined

Total NYSDOT Cost/Value: _____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be Determined

Estimated Cost/Value of services, materials, or equipment (Check All that apply):

To Be Determined

Total MUNICIPALITY Cost/Value: _____

Res. No. 2

January 13, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Rejecting Bids for Golf Course Irrigation Pump Replacement Project – P&T Supply & Services, Inc. and John R. Dudley Construction, Inc.

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Golf Course Irrigation Pump Replacement Project, per City specifications and publicly opened and read the sealed bids on December 19, 2024, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and seventy (70) potential vendors.

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

	P&T Supply and Services, Inc.	John R. Dudley Construction, Inc.
Vendor Name, Address and Point of Contact	914 Water Street	PO Box 3076, 5848 State Route 104
	Watertown, NY 13601	Oswego, NY 13126
	Ronald Elmer	Adam Witherell
	relmer.ptsupply@yahoo.com	Adam@JRDudley.com
Total Base Bid	\$121,750.00	\$156,500.00

The Purchasing Manager and Parks & Recreation and Engineering Departments reviewed the responses, and it is their recommendation that the City Council reject the bids. The Park & Recreation and Engineering Departments recommend rebidding the project at a later time with modifications.

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

RESOLUTION

Page 1 of 1

Rejecting Bids for Golf Course Irrigation Pump Replacement Project – P&T Supply & Services, Inc. and John R. Dudley Construction, Inc.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to replace and install two (2) new irrigation pumps located at the Thompson Park Municipal Golf Course in the City of Watertown, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the Golf Course Irrigation Pump Replacement Project, and

WHEREAS on December 19, 2024, at 11:00 a.m. bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Parks & Recreation and Engineering Departments and it is their recommendation that the City Council reject the bids, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reject the bids received by P&T Supply & Services, Inc. and John R. Dudley Construction, Inc.

Seconded by _____

Res. No. 3

January 8, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Proposal for Legal Services – Bond, Schoeneck & King, PLLC

Due to the retirement of Christina E. Stone, Esq., the City desires to secure the professional legal services of a qualified law firm for legal counsel services to represent the City in a number of legal areas such as building codes, zoning, and local code enforcement associated with the operation of a municipal government, on an as needed basis.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified law firms for Legal Services, per City specifications and publicly opened and read the sealed proposals on December 17, 2024, at 3:00 p.m. EST. Proposals were provided to seven (7) plan houses and thirteen (13) potential vendors.

The Purchasing Department received three (3) sealed proposal submittals and the fee schedule is attached for reference.

The Purchasing Manager and Office of the City Manager reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the contract for Legal Services (as-needed basis) to Bond, Schoeneck & King, PLLC using the fee schedule herein.

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

RESOLUTION

Page 1 of 1

Accepting Proposal for Legal Services –
Bond, Schoeneck & King, PLLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to secure the professional legal services of a qualified law firm for legal counsel services to represent the City in a number of legal areas such as building codes, zoning, and local code enforcement associated with the operation of a municipal government, on an as needed basis, and

WHEREAS the City’s Purchasing Manager and the Office of the City Manager issued a Request for Proposals (RFP) to seek proposals from qualified law firms who were interested in providing these professional services for the City, and

WHEREAS the Purchasing Department advertised and received three (3) sealed proposals for Legal Services, and

WHEREAS after review and evaluation of the proposals based on several criteria outlined in the RFP, Purchasing Manager, Tina Bartlett-Bearup and the Office of the City Manager are recommending that the City Council accept the proposal from and enter into a contract with Bond, Schoeneck & King, PLLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Letter of Engagement with Bond, Schoeneck & King, PLLC for professional services, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized and directed to sign the Letter of Engagement with Bond Schoeneck & King, PLLC, on behalf of the City of Watertown.

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	Legal Services
Bid / RFP Number:	RFP #2024-06
Opening Date:	Tuesday December 17, 2024 @ 3:00 PM

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

Vendor Name, Address, Point of Contact, and email address		Harris Beach PLLC	Hancock Estabrook, LLP	Bond, Schoeneck & King PLLC
		333 West Washington Street, Suite 200	1800 AXA Tower 1, 100 Madison St.	One Lincoln Center
		Syracuse, NY 13202	Syracuse, NY 13202	Syracuse, NY 13202-1355
		Joseph V. Frateschi jfrateschi@harrisbeach.com	Carl L. Schmidt cschmidt@hancocklaw.com	Jonathan B. Fellows, Equ. jfellows@bsk.com
Title of Staff	Unit	Rate per Staff	Rate per Staff	Rate per Staff
Blend of attorneys	Hourly			\$300.00
Partners and Senior Council	Hourly	\$290.00	\$290.00	
Associate	Hourly	\$190.00	\$240.00	
Paralegal	Hourly	\$125.00	\$150.00	\$150.00
Addendum Acknowledgement (if any)		N/A	N/A	N/A
Bid Bond or Check (B / C)		N/A	N/A	N/A
Non-Collusive Bidding Certificate		Y	Y	Y
Certificate of Compliance with the Iran Divestment Act		Y	Y	Y
Sexual Harassment Form		Y	Y	Y
SAM's & NYS Debarred		N	N	N

JONATHAN B. FELLOWS, ESQ.
fellowj@bsk.com
P: 315.218.8120
F: 315.218.8100

January 16, 2025

VIA ELECTRONIC MAIL

Mr. Eric Wagenaar, City Manager
City of Watertown
City Hall
245 Washington St
Watertown, NY 13601
ewagenaar@watertown-ny.gov

Re: Engagement of Bond Schoeneck & King, PLLC as City Attorney for legal services related to planning, zoning, and code enforcement matters

Dear Mr. Wagenaar:

We write to confirm our engagement by the City of Watertown to serve as City Attorney for planning, zoning, and code enforcement matters. Specifically, we understand that we are being engaged by the City pursuant to the City's RFP #2024-06 (the "RFP") and our related Proposal of December 13, 2024 (the "Proposal"). We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," as well as below.

As we discussed in our proposal, Kathleen Bennett, Brody Smith, and Nolan Kokkoris will be the primary attorneys to address the City's planning, zoning, and code enforcement matters. As we have done in the past with the other services that we provide for the City, we may involve other attorneys as necessary, and will advise you as City Manager of any such additional attorneys who will work on matters for the City.

Our billings to the City will be based on the time (in quarter hour increments) our attorneys and legal assistants devote to matters for the City. Our hourly rate for all attorneys who work on matters pursuant to this RFP and related Proposal for the City will be \$300. Our hourly rate for paralegals will be \$150. These are substantial discounts from our standard rates. We will not bill time for intra-office conferences. Our bills to the City will also include charges for out-of-pocket expenses we incur in connection with our representation of the City as set forth in our proposal. We will submit our bills to the City on a monthly basis. Expenses incurred to third parties will either be forwarded to you for payment, or if paid by our Firm, will be billed to the City at the rate and amount charged by the third party. If the City fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations under The Rules of

Professional Conduct, we may have to discontinue our representation of the City or take other appropriate action.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, you may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

Of course, either the City or our Firm may terminate this relationship at any time for any reason, subject on our part to our obligations to the City under The Rules of Professional Conduct.

If these terms are acceptable, please sign where indicated below and return it to me.

We were very pleased to learn that the City Council had selected our Firm to serve and cover these new matters, including planning, zoning, and code enforcement. We look forward to working with you. If you have any questions about this letter, or about any aspect of our representation, please do not hesitate to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Jonathan B. Fellows

Accepted:

_____ Dated: _____
Eric Wagenaar, City Manager

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Disputes and Claims.** Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and

state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. Communications. We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. In-Firm Privilege. Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. Files. Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. Termination of Representation. You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed;

(3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. Governing Law and Venue. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. Waiver of Conflicts. During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. Acceptance of Terms of Representation. Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

Res. No. 4

January 14, 2025

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Revising 2025 County Tax Rate

On December 4, 2024 City Council established the 2025 County tax rate at \$7.316122 per \$1,000 of assessed valuation. Prior to printing the 2025 County tax bills it was discovered that the incorrect total taxable assessed value and omitted taxes had been used to calculate the rate. Due to the correct taxable value as well as the amount of omitted taxes being more than what was used in the original calculation the County tax rate will be slightly lower than originally established.

The tax bills mailed used the correct tax rate. The following resolution was prepared for City Council ratification revising the 2025 County tax downwards to \$7.292088 per \$1,000 of assessed valuation.

RESOLUTION

Page 1 of 1
Revising 2025 County Tax Rate

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 Board of Legislators of the County of Jefferson, by resolution dated November 12, 2024, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2025 is \$8,276,191.18, and

WHEREAS on December 4, 2024 City Council levied a total fee of \$8,276,191.18 to be collected at a rate of \$7.316122 per \$1,000 of assessed valuation, of which the County tax levy is \$8,269,751.62 and includes \$6,439.56 in omitted taxes, and

WHEREAS prior to printing the 2025 County tax bills it was discovered that the incorrect total taxable assessed value and omitted taxes were used to calculate the rate,

NOW THEREFORE BE IT RESOLVED that this Council shall and hereby again does levy the said aggregate amount of taxes of \$8,276,191.18, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$8,276,191.18 to be collected at a revised rate of \$7.292088 per \$1,000 of assessed valuation, of which the County tax levy is \$8,255,817.65 and includes \$20,373.53 in omitted taxes.

Seconded by _____

Res. No. 5

January 21, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving Change Order No. 2 for Thompson Park East Reservoir Pipe Leak Project, North Country Contractors, LLC.

At the April 01, 2024, City Council meeting, the City Council of the City of Watertown approved Ordinance No. 1, authorizing the Issuance of \$750,000.00 Bonds to pay for the costs of the rehabilitation of the reservoir at Thompson Park.

On April 26, 2024, the City of Watertown entered into an agreement with North Country Contractors, LLC. for the Thompson Park East Reservoir Pipe Leak Project in the amount of \$320,000.00

At the October 07, 2024, City Council meeting, the City Council approved Change Order No. 1 in the amount of \$36,192.06, bringing the total contract amount to \$356,192.06.

North Country Contractors, LLC. has now submitted Change Order 2 in the amount of \$43,460.09 for additional Construction Costs, plus \$820 for a clerical error in the original Agreement, bringing the final contract amount to \$400,472.15. This Amendment will cover the lining of the existing pipes.

This project was approved as an emergency repair project.

A resolution approving these additional funds has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 2 for the Thompson Park East Reservoir Pipe Leak Project, North Country Contractors, LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS at its April 01, 2024, meeting, the City Council approved Ordinance No. 1, authorizing the Issuance of \$750,000.00 Bonds to pay for the costs of the rehabilitation of the reservoir at Thompson Park, and

WHEREAS on April 26, 2024, the City of Watertown and North Country Contractors, LLC. entered into an agreement for the Thompson Park East Reservoir Pipe Leak Project in the amount of \$320,000.00 for repairs emergency, and

WHEREAS on October 07, 2024, the City Council approved Change Order No.1 in the amount of \$36,192.06, bringing the total contract amount to \$356,192.06, and

WHEREAS additional work was performed to line the existing reservoir pipes, and

WHEREAS North Country Contractors, LLC. has now submitted Change Order No. 2 in the amount of \$43,460.09,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 2 from North Country Contractors, LLC. in the amount of \$44,280.09, a copy of which is attached and made part of this Resolution, bringing the total Construction Administration amount to \$400,472.15, and

BE IT FURTHER RESOLVED that City Manager Eric Wagenaar is hereby authorized and directed to execute Change Order 2 on behalf of the City of Watertown.

Seconded by _____

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

Instructions

Before you use any EJCDC document:

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

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

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

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

Term:

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

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

Limited Warranty:

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

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

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

Limitations of Remedies:

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

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

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

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

General:

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

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

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

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

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

Change Order Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Res. No. 6

January 21, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Establishing A New City Flag Policy

The attached resolution, as written and requested by Council Member Dr. Robert O. Kimball, has been added to the agenda for City Council consideration.

RESOLUTION

Page 1 of 2

Establishing a New City Flag Policy

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 has for many years flown various flags in celebration of community groups within the population of Watertown, and

WHEREAS, The decision to fly flags other than the official US, NY State, POW/MIA, and City flags had traditionally been left to the Mayor, and

WHEREAS, Concerns arose about the possible discord that could result from a failure to have a more formal policy regarding use of the City flagpoles to display unofficial flags, and

WHEREAS, The City Council voted on May 6, 2024, to establish a policy to exclusively display the United States flag, New York State flag, the City of Watertown flag, POW/MIA flag, and Tree City USA flag at all City buildings, and

WHEREAS, It is now the desire of the City Council to establish a new flag policy which allows the City to express official solidarity with the residents of Watertown who trace their roots to various nations, and to express other official, City-endorsed messages from the Mayor and City Council that may be appropriately accompanied by ceremonial flag-raisings,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown to approve the following City Flag Policy:

1. The City of Watertown’s flagpoles are not intended to serve as a forum for free expression by the public. Any flags displayed on City flagpoles reflect the City’s official sentiments as government speech and expression consistent with the City’s mission and priorities.
2. The City will continue to display the flags of the United States and New York State, the POW/MIA flag, the Tree City USA flag and any officially designated City of Watertown flag in accordance with Federal and New York State regulations, as limited by the number of available flagpoles.

RESOLUTION

Page 2 of 2

Establishing a New City Flag Policy

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

3. Flags of governments recognized by the United States, commemorative flags or organizational flags may only be displayed as a part of official City events or ceremonies and only upon resolution of the City Council approving such display. The display shall be for twenty-four (24) hours unless otherwise specified in the approval resolution by City Council, but the maximum display duration permitted is seven (7) days. The ceremonial flag will displace the City flag for the time it is flown.

4. The Mayor shall have the authority to order the designated City of Watertown flag to be flown at half-staff for up to a week in honor and recognition of the death of a current or former elected city official, city employee, or any other individual deemed by the Mayor to be appropriate for such recognition due to their contributions to the City.

Seconded by _____

January 9, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – December 2024

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last December, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$284,205 or 34.37%. In comparison to the budget projection for the month, revenue was up \$33,098 or 6.50%. The year-to-date actual revenue is up \$356,841 or 16.98%, while the year-to-date revenue on a budget basis is up \$273,791 or 12.53%.

	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Actual</u> <u>2024-25</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 673,456	\$ 165,435	\$ 380,883	\$ 793,352	\$ 412,470	108.29%
August	\$ 612,155	\$ 157,460	\$ 26,670	\$ 688,115	\$ 661,445	2,480.11%
September	\$ 307,692	\$ 442,559	\$ 181	\$ 145,453	\$ 145,271	80,176.23%
October	\$ 523,734	\$ 216,702	\$ 184,779	\$ 79,259	\$ (105,520)	(57.11%)
November	\$ 731,273	\$ 373,674	\$ 682,240	\$ 209,619	\$ (472,621)	(69.27%)
December	\$ 702,586	\$ 533,542	\$ 826,789	\$ 542,585	\$ (284,205)	(34.37%)
January	\$ 293,374	\$ 522,759	\$ 533,340	\$	\$	%
February	\$ 246,124	\$ 477,279	\$ 626,162	\$	\$	%
March	\$ 661,611	\$ 612,321	\$ 923,928	\$	\$	%
April	\$ 897,945	\$ 872,321	\$ 785,870	\$	\$	%
May	\$ 539,059	\$ 471,237	\$ 446,726	\$	\$	%
June	\$ 418,974	\$ 234,979	\$ 377,657	\$ -	\$ -	-%
YTD	<u>\$6,604,983</u>	<u>\$5,080,268</u>	<u>\$5,795,225</u>	<u>\$2,458,382</u>	<u>\$ 356,841</u>	<u>16.98%</u>

	<u>Original</u> <u>Budget</u> <u>2024-25</u>	<u>Actual</u> <u>2024-25</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 301,806	\$ 793,352	\$ 491,546	162.87%	\$ -
August	\$ 169,037	\$ 688,115	\$ 519,078	307.08%	\$ -
September	\$ 107,405	\$ 145,453	\$ 38,048	35.42%	\$ 6,997
October	\$ 417,778	\$ 79,259	\$ (338,519)	(81.03%)	\$ 21,916
November	\$ 679,078	\$ 209,619	\$ (469,459)	(69.13%)	\$ -
December	\$ 509,487	\$ 542,585	\$ 33,098	6.50 %	\$ -
January	\$ 416,033	\$	\$	%	\$ -
February	\$ 325,869	\$	\$	%	\$ -
March	\$ 575,078	\$	\$	%	\$ -
April	\$ 868,118	\$	\$	%	\$ -
May	\$ 626,173	\$	\$	%	\$ -
June	\$ 379,138	\$ -	\$ -	-%	\$ -
YTD	<u>\$5,375,000</u>	<u>\$2,458,382</u>	<u>\$ 273,791</u>	<u>12.53%</u>	<u>\$ 28,913</u>

January 9, 2025

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sales Tax Revenue – December 2024

Sales tax revenue was up \$213,302 or 9.59% compared to last December. In comparison to the budget projection for the month, sales tax was also up \$213,302 or 9.59%. The actual and budget comparisons will match for the first eight months of the current fiscal year as the first eight months of Fiscal Year 2023-24 were used as the basis for the Fiscal year 2024-25 sales tax budget. The year-to-date actual receipts are up \$50,269 or 0.38%, while the year-to-date receipts on a budget basis are up \$50,269 or 0.38%.

	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Actual 2024-25</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,948,809	\$ 2,035,333	\$ 2,353,567	\$ 2,143,817	\$ (209,750)	(8.91%)	
August	\$ 1,888,806	\$ 2,008,482	\$ 2,186,214	\$ 2,158,407	\$ (27,807)	(1.27%)	
September	\$ 2,725,797	\$ 2,757,376	\$ 2,490,458	\$ 2,615,865	\$ 125,406	5.04%	(1.60%)
October	\$ 1,678,723	\$ 1,847,562	\$ 1,907,106	\$ 1,867,195	\$ (39,911)	(2.09%)	
November	\$ 1,643,509	\$ 1,818,188	\$ 1,904,366	\$ 1,893,395	\$ (10,971)	(0.58%)	
December	\$ 2,374,453	\$ 2,232,223	\$ 2,223,964	\$ 2,437,266	\$ 213,302	9.59%	2.69%
January	\$ 1,649,030	\$ 1,849,036	\$ 1,851,962	\$	\$	%	
February	\$ 1,429,187	\$ 1,643,774	\$ 1,645,921	\$	\$	%	
March	\$ 2,253,672	\$ 2,041,305	\$ 1,899,459	\$	\$	%	%
April	\$ 2,064,386	\$ 1,888,370	\$ 1,908,041	\$	\$	%	
May	\$ 2,023,137	\$ 1,835,982	\$ 1,970,375	\$	\$	%	
June	<u>\$ 1,949,070</u>	<u>\$ 2,566,086</u>	<u>\$ 2,542,299</u>	<u>\$ -</u>	<u>\$ -</u>	<u>%</u>	<u>%</u>
YTD	<u>\$23,628,579</u>	<u>\$ 24,614,716</u>	<u>\$ 24,883,732</u>	<u>\$ 13,115,944</u>	<u>\$ 50,269</u>	<u>0.38%</u>	

	<u>Original Budget 2024-25</u>	<u>Actual 2024-25</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,353,567	\$ 2,143,817	\$ (209,750)	(8.91%)	
August	\$ 2,186,214	\$ 2,158,407	\$ (27,807)	(1.27%)	
September	\$ 2,490,458	\$ 2,615,865	\$ 125,406	5.04%	(1.60%)
October	\$ 1,907,106	\$ 1,867,195	\$ (39,911)	(2.09%)	
November	\$ 1,904,366	\$ 1,893,395	\$ (10,971)	(0.58%)	
December	\$ 2,223,964	\$ 2,437,266	\$ 213,302	9.59%	2.69%
January	\$ 1,851,962	\$	\$	%	
February	\$ 1,645,921	\$	\$	%	
March	\$ 1,887,341	\$	\$	%	%
April	\$ 1,831,719	\$	\$	%	
May	\$ 1,780,903	\$	\$	%	
June	<u>\$ 2,491,479</u>	<u>\$ -</u>	<u>\$ -</u>	<u>%</u>	<u>%</u>
YTD	<u>\$ 24,555,000</u>	<u>\$ 13,115,944</u>	<u>\$ 50,269</u>	<u>0.38%</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.