

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 17, 2011, 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**

**PRESENTATION**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving “Basic Building Blocks for a Comprehensive Plan” Workshop on October 19, 2011 as Valid Training for Meeting the New York State Municipal Planning and Zoning Officials’ Training Requirement
- Resolution No. 2 - Approving Supplemental Appropriation No. 2 For Fiscal Year 2010-11 for Various Accounts
- Resolution No. 3 - Approving the Agreement Between The City of Watertown and Loomacres Wildlife Management to Establish and Administer a Winter Crow Roost Dispersal Program
- Resolution No. 4 - Approving the Site Plan Submitted by Patrick Currier of Aubertine & Currier on Behalf of First Church of the Nazarene for the Construction of a 31-space Parking Lot Expansion Located at 535 Thompson Boulevard, Parcel 12-13-117.009
- Resolution No. 5 - Approving the Site Plan submitted by Patrick Currier of Aubertine & Currier on Behalf of the Morgia Group for the Construction of a 3,490 Square Foot Office Building and Parking Lot at 151 Mullin Street, Parcel 10-15-115

- Resolution No. 6 - Rejecting the Bid for the Marble Street Park Prefabricated Restroom Facility
- Resolution No. 7 - Approving Change Order No. 1 to Agreement, D<sup>2</sup> Dewatering Services, Inc., Dredging of Black River Coagulation Basin
- Resolution No. 8 - Approving Agreement for the Provision for the Sale of Water Service Between the City of Watertown and the Town of Hounsfield Water Districts No. 2, 5, and 6
- Resolution No. 9 - Approving Lease Agreement, 250-270 State Street, State Street Parking Lot
- Resolution No. 10 - Finding That the Adoption of Local Law No. 3 of 2011 Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown Will Not Have a Significant Impact on the Environment

## **ORDINANCES**

## **LOCAL LAW**

## **PUBLIC HEARING**

- 7:30 p.m. Local Law No. 3 of 2011 - Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Board and Commission Appointments
2. Fence Zoning Amendment

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 7, 2011.**

Res No. 1

October 11, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Approving “Basic Building Blocks for a Comprehensive Plan” Workshop on October 19, 2011 as Valid Training for Meeting the New York State Municipal Planning and Zoning Officials’ Training Requirement

The City Council, Planning Board and Zoning Board of Appeals is subject to the four hour training requirement that the New York State Legislature adopted as Chapter 662 of the Laws of 2006 which took effect January 1, 2007. The law requires that the City Council approve courses before they can be used to meet the training requirement.

Attached is a flyer for a workshop on “Basic Building Blocks for a Comprehensive Plan” workshop to be held on Wednesday, October 19, 2011 from 6:30 p.m. to 8:30 p.m. at Jefferson Community College. After reviewing the agenda, staff believes that this workshop meets the intent of the state legislation for training and will therefore qualify as two hours toward meeting the training requirement upon approval by the City Council. A resolution approving this training has been prepared for Council’s consideration.

# RESOLUTION

Page 1 of 1

Approving "Basic Building Blocks for a Comprehensive Plan" Workshop on October 19, 2011 as Valid Training for Meeting the New York State Municipal Planning and Zoning Officials' Training Requirement

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS Chapter 662 of the New York State Laws of 2006, which took effect on January 1, 2007, requires all municipal planning and zoning officials to have four hours of training per year, and

WHEREAS the training must be approved by the City Council before it can be used to meet their training requirement, and

WHEREAS the Fort Drum Regional Liaison Organization, Jefferson County Department of Planning, New York State Tug Hill Commission and the Center for Community Studies at JCC are co-sponsoring a workshop entitled "Basic Building Blocks for a Comprehensive Plan" for local planning officials on October 19, 2011 at Jefferson Community College,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the "Basic Building Blocks for a Comprehensive Plan" workshop is approved to provide two hours of training toward meeting the New York State municipal planning and zoning officials' training requirement

### **Seconded by**

Co-Sponsored By:



Return Receipt Requested

1220 Coffeen Street  
Watertown, NY 13601



Ken Mix  
245 Washington St.  
Watertown, NY 13601

Non-Profit Org.  
U.S. Postage  
**PAID**  
Permit No. 7  
Watertown, N.Y.

# Land Use Planning Workshop Notice

## BASIC BUILDING BLOCKS FOR A COMPREHENSIVE PLAN

Wednesday  
October 19, 2011  
6:30 pm—8:30 pm  
Jules Center Amphitheater  
Room 6-002  
Jefferson Community College  
1220 Coffeen St.  
Watertown, NY

# BASIC BUILDING BLOCKS FOR A COMPREHENSIVE PLAN

The Fort Drum Regional Liaison Organization, Jefferson County Department of Planning, NYS Tug Hill Commission, and The Center for Community Studies at JCC are co-sponsoring a training session featuring David Crandall, a registered Landscape Architect and founder of Environmental Design & Research p.c. (EDR) a Land Planning, Landscape Architecture, Civil Engineering and Environmental firm located in Syracuse and Rochester. He is a strong proponent of a Resource Based Land Planning and Design process and has assisted many communities throughout NY in the application of those principles.

## AGENDA

- 6:30-6:35 pm Welcome and Opening Remarks
- 6:35-8:00 pm Presentation by David Crandall

The development of a community's Comprehensive Plan should build upon those qualities of a community from which it derives its own distinct sense of place, a community asset that builds community pride and promotes its merits. This lecture will discuss and show examples of how the basic building blocks of a Comprehensive Plan (Landform, Vegetation, Structures, Transportation, and Water) should influence the final Plan and how a community's respect for those basic elements will define their community's character, develop community pride and shape its future.

8:00-8:30 pm Ample time will be reserved for questions and answers

RSVPs are strongly encouraged by Oct. 17th. Please call The Center for Community Studies at (315) 786-2333 or email

[hbarben@sunyjefferson.edu](mailto:hbarben@sunyjefferson.edu).

Note to Planning Board and ZBA Chairpersons and Clerks-Please share this notice with other Board members and officials in your community.

If approved by your municipality, this workshop can provide two hours of training to meet the NYS Municipality Training requirement.

The College campus, in Watertown, NY is near the intersection of Interstate 81 and Coffeen Street (Exit 46)

**From Syracuse (the airport) and points south:**  
Take 81N to Exit 46, Coffeen Street. Turn right onto Coffeen Street. Turn left at the second light.

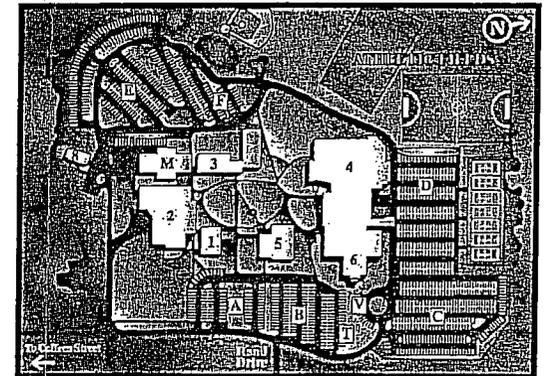
**From points north:**

**From Rte. 11:** Take Rte. 11S to Rte. 342. Turn right onto Rte. 342. Take Rte. 342 to 81S. Follow 81S to Exit 46, Coffeen Street. Turn left onto Coffeen Street. Go over the bridge over 81. Turn left at the third light.

**From Rte. 3:** Take Rte. 3E into Watertown. Turn right onto Rte. 3S, State Street. Follow Rte. 3S, State Street. Bear right in the traffic circle (Public Square) following the signs for Rte. 3. Turn right onto Massey Street. Turn left at the first light, Coffeen Street. Follow Coffeen Street past the County Fair Grounds, and turn right at the Jefferson Community College sign.

OR

Take Rte. 3E into Jefferson County. In Felts Mills, turn right onto Rte. 283. Take Rte. 283 to Rte. 342. Turn right onto Rte. 342. Take Rte. 342 to 81S. Follow 81S to Exit 46, Coffeen Street. Turn left onto Coffeen Street. Go over the bridge over 81. Turn left at the third light.



Event Location: Room 6-002  
Jules Center Amphitheater, Bldg. 6

Parking: Lot C or D

Res No. 2

October 12, 2011

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Supplemental Appropriations No. 2 for General,  
Water, Sewer, Library and Self-Funded Health Insurance Funds

The City is required to file its Annual Financial Report with the New York State Comptroller by October 31<sup>st</sup> of every year. In connection with this report it is necessary to transfer budget appropriations between various line items to bring certain accounts within budget. The attached resolution provides for the establishment of a supplemental appropriation to cover overdrawn accounts in the 2010-11 General, Water, Sewer, Library and Self-Funded Health Insurance Funds.

**RESOLUTION**

Page 1 of 5

Approving Supplemental Appropriation No. 2  
For Fiscal Year 2010-11 for Various Accounts

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.  
Total .....

YEA	NAY

***Introduced by***

RESOLVED by the City Council of the City of Watertown, New York that the total amount of \$604,450 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2010-11 for the reasons shown:

<u>GENERAL FUND</u>					<u>Increase</u>	
A	1230	450	MUNICIPAL EXECUTIVE	Miscellaneous	\$ 1,100	Under appropriated
A	1230	460	MUNICIPAL EXECUTIVE	Materials and Supplies	\$ 150	Under appropriated
A	1315	110	COMPTROLLER	Salaries	\$ 100	Under appropriated
A	1315	150	COMPTROLLER	Overtime	\$ 1,725	Under appropriated
A	1345	110	PURCHASING	Salaries	\$ 5,725	Under appropriated
A	1345	830	PURCHASING	Social Security	\$ 350	Under appropriated
A	1362	430	TAX ADVERTISING	Contracted Services	\$ 4,125	Under appropriated
A	1410	430	CLERK	Contracted Services	\$ 250	Under appropriated
A	1410	450	CLERK	Miscellaneous	\$ 300	Under appropriated
A	1420	440	LAW	Fees, Non-employee	\$ 4,375	Under appropriated
A	1420	450	LAW	Miscellaneous	\$ 425	Under appropriated
A	1440	150	ENGINEERING	Overtime	\$ 100	Under appropriated
A	1440	250	ENGINEERING	Other Equipment	\$ 11,475	No original appropriation
A	1440	410	ENGINEERING	Utilities	\$ 100	Under appropriated
A	1440	460	ENGINEERING	Materials and Supplies	\$ 1,500	Under appropriated
A	1490	440	PUBLIC WORKS ADMIN	Fees, Non-employee	\$ 275	Under appropriated
A	1490	465	PUBLIC WORKS ADMIN	Equipment < \$5,000	\$ 300	Under appropriated
A	1490	840	PUBLIC WORKS ADMIN	Workers' Compensation	\$ 400	Under appropriated
A	1620	150	MUNICIPAL BUILDINGS	Overtime	\$ 250	Under appropriated
A	1640	130	CENTRAL GARAGE	Wages	\$ 450	Under appropriated
A	1640	455	CENTRAL GARAGE	Vehicle Expense	\$ 300	Under appropriated
A	1640	465	CENTRAL GARAGE	Equipment < \$5,000	\$ 250	Under appropriated
A	1680	450	INFORMATION TECH	Miscellaneous	\$ 100	Under appropriated
A	1680	465	INFORMATION TECH	Equipment < \$5,000	\$ 66,800	Original appropriation in A1680.0250
A	3120	455	POLICE	Vehicle Expense	\$ 2,500	Under appropriated
A	3120	840	POLICE	Workers' Compensation	\$ 38,500	Under appropriated
A	3410	150	FIRE	Overtime	\$ 5,200	Under appropriated
A	3410	440	FIRE	Fees, Non-employee	\$ 900	Under appropriated
A	3410	450	FIRE	Miscellaneous	\$ 2,300	Under appropriated

RESOLUTION

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Approving Supplemental Appropriation No. 2  
For Fiscal Year 2010-11 for Various Accounts

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.  
Total .....

YEA	NAY

A	3410	830	FIRE	Social Security	\$	100	Under appropriated
A	3410	840	FIRE	Workers' Compensation	\$	8,000	Under appropriated
A	3510	810	CONTROL OF ANIMALS	Employee Retirement	\$	100	No original appropriation
A	3620	130	CODE ENFORCEMENT	Wages	\$	100	Under appropriated
A	3620	140	CODE ENFORCEMENT	Temporary	\$	250	Under appropriated
A	3620	170	CODE ENFORCEMENT	Out of Code	\$	750	Under appropriated
A	3620	430	CODE ENFORCEMENT	Contracted Services	\$	7,400	Under appropriated
A	3620	830	CODE ENFORCEMENT	Social Security	\$	100	Under appropriated
A	5010	140	MUNICIPAL MAINT.	Temporary	\$	100	Under appropriated
A	5010	440	MUNICIPAL MAINT.	Fees, Non-employee	\$	400	Under appropriated
A	5010	455	MUNICIPAL MAINT.	Vehicle Expense	\$	10,750	Under appropriated
A	5010	460	MUNICIPAL MAINT.	Materials and Supplies	\$	1,000	Under appropriated
A	5010	810	MUNICIPAL MAINT.	NYS Retirement	\$	2,000	Under appropriated
A	5010	840	MUNICIPAL MAINT.	Workers' Compensation	\$	2,350	Under appropriated
A	5110	410	MAINT. OF ROADS	Utilities	\$	150	Under appropriated
A	5110	455	MAINT. OF ROADS	Vehicle Expense	\$	4,250	Under appropriated
A	5110	810	MAINT. OF ROADS	NYS Retirement	\$	425	Under appropriated
A	5142	455	SNOW REMOVAL	Vehicle Expense	\$	10,500	Under appropriated
A	5142	460	SNOW REMOVAL	Materials and Supplies	\$	1,150	Under appropriated
A	5142	840	SNOW REMOVAL	Workers' Compensation	\$	150	Under appropriated
A	5184	430	HYDROELECTRIC	Contracted Services	\$	25,000	Under appropriated
A	5186	130	TRAFFIC CONTROL & LIGHTING	Wages	\$	100	Under appropriated
A	5186	140	TRAFFIC CONTROL & LIGHTING	Temporary	\$	200	Under appropriated
A	5186	465	TRAFFIC CONTROL & LIGHTING	Equipment < \$5,000	\$	625	Under appropriated
A	5630	140	BUS	Temporary	\$	100	Under appropriated
A	5630	430	BUS	Contracted Services	\$	600	Under appropriated
A	5630	440	BUS	Fees, Non-employee	\$	225	Under appropriated
A	5630	455	BUS	Vehicle Expense	\$	8,000	Under appropriated
A	5630	460	BUS	Materials and Supplies	\$	500	Under appropriated
A	5650	410	CITY PARKING FACILITIES	Utilities	\$	400	Under appropriated
A	7020	810	RECREATION ADMIN	NYS Retirement	\$	700	Under appropriated
A	7110	430	THOMPSON PARK	Contracted Services	\$	2,900	Under appropriated
A	7110	810	THOMPSON PARK	NYS Retirement	\$	1,375	Under appropriated
A	7140	440	PLAYGROUNDS	Fees, Non-employee	\$	200	Under appropriated
A	7140	810	PLAYGROUNDS	NYS Retirement	\$	100	Under appropriated
A	7141	140	FAIRGROUNDS	Temporary	\$	1,175	Under appropriated
A	7141	150	FAIRGROUNDS	Overtime	\$	2,100	Under appropriated
A	7141	455	FAIRGROUNDS	Vehicle Expense	\$	250	Under appropriated
A	7141	460	FAIRGROUNDS	Materials and Supplies	\$	4,100	Under appropriated
A	7141	465	FAIRGROUNDS	Equipment < \$5,000	\$	250	Under appropriated
A	7141	810	FAIRGROUNDS	NYS Retirement	\$	100	Under appropriated
A	7141	830	FAIRGROUNDS	Social Security	\$	175	Under appropriated
A	7180	150	SWIMMING POOLS	Overtime	\$	700	Under appropriated
A	7180	440	SWIMMING POOLS	Fees, Non-employee	\$	100	Under appropriated

**RESOLUTION**

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Approving Supplemental Appropriation No. 2  
For Fiscal Year 2010-11 for Various Accounts

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

A	7180	460	SWIMMING POOLS	Materials and Supplies	\$	250	Under appropriated
A	7180	810	SWIMMING POOLS	NYS Retirement	\$	150	Under appropriated
A	7180	830	SWIMMING POOLS	Social Security	\$	100	Under appropriated
A	7265	130	ICE ARENA	Wages	\$	1,500	Under appropriated
A	7265	430	ICE ARENA	Contracted Services	\$	2,700	Under appropriated
A	7265	455	ICE ARENA	Vehicle Expense	\$	125	Under appropriated
A	7265	460	ICE ARENA	Materials and Supplies	\$	4,100	Under appropriated
A	7265	465	ICE ARENA	Equipment < \$5,000	\$	175	Under appropriated
A	7265	810	ICE ARENA	NYS Retirement	\$	1,575	Under appropriated
A	7265	830	ICE ARENA	Social Security	\$	225	Under appropriated
A	7265	840	ICE ARENA	Workers' Compensation	\$	2,650	Under appropriated
A	8140	170	STORM SEWER	Out of Code	\$	100	Under appropriated
A	8140	455	STORM SEWER	Vehicle Expense	\$	4,375	Under appropriated
A	8140	460	STORM SEWER	Materials and Supplies	\$	2,250	Under appropriated
A	8160	455	REFUSE AND RECYCLE	Vehicle Expense	\$	5,375	Under appropriated
A	8160	830	REFUSE AND RECYCLE	Social Security	\$	1,075	Under appropriated
A	9040	800	OTHER EXPENSES	Workers' Compensation	\$	12,550	Under appropriated
A	9710	600	OTHER EXPENSES	Serial Bonds - Principal	\$	30,500	Under appropriated
<b>TOTAL</b>						<u>\$ 320,100</u>	

				Decrease			
A	1364	430	PROPERTY ACQUIRED	Contracted Services	\$	(28,000)	
A	1440	110	ENGINEERING	Salaries	\$	(38,000)	
A	1440	130	ENGINEERING	Wages	\$	(12,000)	
A	1490	410	PUBLIC WORKS ADMIN	Utilities	\$	(8,500)	
A	1490	430	PUBLIC WORKS ADMIN	Contracted Services	\$	(7,400)	
A	1620	410	MUNICIPAL BUILDINGS	Utilities	\$	(7,500)	
A	1620	430	MUNICIPAL BUILDINGS	Contracted Services	\$	(7,300)	
A	1680	250	INFORMATION TECH	Other Equipment	\$	(59,500)	
A	1680	430	INFORMATION TECH	Contracted Services	\$	(7,400)	
A	3120	150	POLICE	Overtime	\$	(16,000)	
A	3120	810	POLICE	NYS Retirement	\$	(10,000)	
A	3410	410	FIRE	Utilities	\$	(10,000)	
A	3410	430	FIRE	Contracted Services	\$	(20,000)	
A	3410	455	FIRE	Vehicle Expense	\$	(20,000)	
A	3410	820	FIRE	Fire Retirement System	\$	(14,000)	
A	8020	430	PLANNING	Contracted Services	\$	(27,000)	
A	9710	700	OTHER EXPENSES	Serial Bonds - Interest	\$	(27,500)	
<b>TOTAL</b>						<u>\$ (320,100)</u>	

**RESOLUTION**

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Approving Supplemental Appropriation No. 2  
For Fiscal Year 2010-11 for Various Accounts

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

**WATER FUND**

				<u>Increase</u>		
F	8310	110	WATER ADMINISTRATION	Salaries	\$ 9,650	Under appropriated
F	8310	120	WATER ADMINISTRATION	Clerical	\$ 1,275	Under appropriated
F	8310	410	WATER ADMINISTRATION	Utilities	\$ 100	Under appropriated
F	8310	430	WATER ADMINISTRATION	Contracted Services	\$ 6,450	Under appropriated
F	8310	440	WATER ADMINISTRATION	Fees, Non-employee	\$ 675	Under appropriated
F	8310	450	WATER ADMINISTRATION	Miscellaneous	\$ 200	Under appropriated
F	8310	830	WATER ADMINISTRATION	Social Security	\$ 350	Under appropriated
F	8320	465	SUPPLY, POWER & PUMPING	Equipment < \$5,000	\$ 15,000	Under appropriated
F	8330	410	WATER PURIFICATION	Utilities	\$ 8,625	Under appropriated
F	8330	460	WATER PURIFICATION	Materials and Supplies	\$ 8,100	Under appropriated
F	8340	455	TRANSMISSION & DISTRIB.	Vehicle Expense	\$ 350	Under appropriated
F	9040	800	OTHER EXPENSES	Worker's Compensation	\$ 1,875	Under appropriated
F	9710	600	OTHER EXPENSES	Serial Bonds - Principal	\$ 1,500	Under appropriated
F	9950	900	OTHER EXPENSES	Transfer to Capital Fund	\$ 109,000	To pay down Riggs Ave. project
<b>TOTAL</b>					<u>\$ 163,150</u>	

				<u>Decrease</u>		
F	8320	430	SUPPLY, POWER & PUMPING	Contracted Services	\$ (36,000)	
F	8330	130	WATER PURIFICATION	Wages	\$ (10,000)	
F	8330	430	WATER PURIFICATION	Contracted Services	\$ (5,000)	
F	8340	130	TRANSMISSION & DISTRIB.	Wages	\$ (8,000)	
F	8340	150	TRANSMISSION & DISTRIB.	Overtime	\$ (7,150)	
F	8340	430	TRANSMISSION & DISTRIB.	Contracted Services	\$ (8,000)	
F	8340	460	TRANSMISSION & DISTRIB.	Materials and Supplies	\$ (15,000)	
F	8340	465	TRANSMISSION & DISTRIB.	Equipment < \$5,000	\$ (74,000)	
<b>TOTAL</b>					<u>\$ (163,150)</u>	

**SEWER FUND**

				<u>Increase</u>		
G	8110	410	SEWER ADMINISTRATION	Utilities	\$ 100	Under appropriated
G	8110	430	SEWER ADMINISTRATION	Contracted Services	\$ 6,000	Under appropriated
G	8110	440	SEWER ADMINISTRATION	Fees, Non-employee	\$ 750	Under appropriated
G	8110	450	SEWER ADMINISTRATION	Miscellaneous	\$ 350	Under appropriated
G	8120	170	SANITARY SEWER	Out of Code	\$ 200	Under appropriated
G	8120	455	SANITARY SEWER	Vehicle Expense	\$ 2,000	Under appropriated
G	8120	465	SANITARY SEWER	Equipment < \$5,000	\$ 2,800	Under appropriated
G	8130	430	TREATMENT AND DISPOSAL	Contracted Services	\$ 33,500	Under appropriated
G	9040	800	OTHER EXPENSES	Worker's Compensation	\$ 1,350	Under appropriated
G	9065	800	OTHER EXPENSES	Medicare Reimbursements	\$ 625	Under appropriated
G	9710	600	OTHER EXPENSES	Serial Bonds - Principal	\$ 1,100	Under appropriated
G	9950	900	OTHER EXPENSES	Transfer to Capital Fund	\$ 52,000	To pay down Riggs Ave. project
<b>Total</b>					<u>\$ 100,775</u>	

**RESOLUTION**

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Approving Supplemental Appropriation No. 2  
For Fiscal Year 2010-11 for Various Accounts

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total .....

				<u>Decrease</u>	
G	8130	130	TREATMENT AND DISPOSAL	Wages	\$ (17,000)
G	8130	150	TREATMENT AND DISPOSAL	Overtime	\$ (6,000)
G	8130	250	TREATMENT AND DISPOSAL	Other Equipment	\$ (26,775)
G	8130	410	TREATMENT AND DISPOSAL	Utilities	\$ (21,000)
G	8130	460	TREATMENT AND DISPOSAL	Materials and Supplies	\$ (25,000)
G	8130	810	TREATMENT AND DISPOSAL	NYS Retirement	\$ (5,000)
Total					<u>\$ (100,775)</u>

**LIBRARY FUND**

				<u>Increase</u>		
L	7410	410	LIBRARY	Utilities	\$ 300	Under appropriated
L	7410	430	LIBRARY	Contracted Services	\$ 14,675	Under appropriated
L	7410	460	LIBRARY	Materials and Supplies	\$ 1,275	Under appropriated
L	7410	465	LIBRARY	Equipment < \$5,000	\$ 1,400	Under appropriated
L	7410	840	LIBRARY	Worker's Compensation	\$ 125	No original appropriation
L	9040	800	OTHER EXPENSES	Worker's Compensation	\$ 650	Under appropriated
L	9710	600	OTHER EXPENSES	Serial Bonds - Principal	\$ 2,000	Under appropriated
Total					<u>\$ 20,425</u>	

				<u>Decrease</u>		
L	7410	410	LIBRARY	Utilities	\$ 300	
L	7410	430	LIBRARY	Contracted Services	\$ 14,675	
L	7410	460	LIBRARY	Materials and Supplies	\$ 1,275	
L	7410	465	LIBRARY	Equipment < \$5,000	\$ 1,400	
L	7410	840	LIBRARY	Worker's Compensation	\$ 125	
L	9040	800	OTHER EXPENSES	Worker's Compensation	\$ 650	
L	9710	600	OTHER EXPENSES	Serial Bonds - Principal	\$ 2,000	
Total					<u>\$ 20,425</u>	

**SELF FUNDED HEALTH INSURANCE FUND**

				<u>Increase</u>		
MS	1710	430	SELF FUNDED HEALTH INS	Contracted Services	\$ 250	Under appropriated
					<u>\$ 250</u>	

				<u>Decrease</u>		
MS	1710	440	SELF FUNDED HEALTH INSURANCE	Fees	\$ (250)	
					<u>\$ (250)</u>	

**Seconded by**

October 13, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Crow Roost Dispersal Program 2011-2012

At the City Council Work Session on September 14, 2011, the City Council made the decision to contract with Loomacres Wildlife Management for the coming winter's crow dispersal program. As discussed at that time, the Loomacres Wildlife Management proposal for crow dispersal is more cost-effective than the other options available to the City.

Loomacres Wildlife Management will utilize techniques similar to those used in previous crow dispersal efforts in the City. Trained Wildlife Biologists from Loomacres will employ multiple crow hazing methods, including playing distress sounds, using a remote-controlled aircraft, firing low-yield pyrotechnics, and shining lasers. These methods will be utilized over a five-night period, the exact date of which will be determined by crow population surveys. Additionally, Loomacres will establish a crow complaint phone line for the citizens of Watertown to call in and report the movement and location of the crow flock.

Staff has been working with Loomacres Wildlife Management to develop the attached contract. Under this agreement, Loomacres will be contracted to provide a 150 man-hour crow dispersal program for the cost of \$3,719, which includes administration and supplies. If additional crow dispersal services are deemed necessary by the City, additional man-hours above 150 will be billed at the rate of \$35 per hour, with a maximum of 90 additional man-hours allowed under the terms of this Agreement. The maximum amount to be paid by this contract is \$6,869.

A resolution approving the Agreement between the City of Watertown and Loomacres Wildlife Management for a crow roost dispersal program is attached for City Council Approval.

RESOLUTION

Page 1 of 1

Approving the Agreement Between  
The City of Watertown and Loomacres  
Wildlife Management to Establish and  
Administer a Winter Crow Roost Dispersal  
Program

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS the City of Watertown desires to work with Loomacres Wildlife Management regarding professional services to help alleviate the nuisance of crows within the City and to administer a crow dispersal program, and

WHEREAS the City of Watertown has an urban crow roost that is a threat to human health and safety, causes damage to buildings and cars and results in associated clean up costs, and

WHEREAS, Loomacres Wildlife Management uses multiple hazing methods including distress calls, pyrotechnics, remote controlled aircraft, and lasers with the objective of reducing winter crow roosts, and

WHEREAS by using this strategy, the crows should relocate to an alternative, more suitable roosting site, reducing local conflicts associated with an urban crow roost, and

WHEREAS, the City of Watertown has prepared an Agreement, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and Loomacres Wildlife Management to establish and administer a crow dispersal program, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Mary M. Corriveau, the execute the Agreement on behalf of the City of Watertown.

**Seconded by**

# **CROW DISPERSAL PROGRAM AGREEMENT**

by and between

**THE CITY OF WATERTOWN**

and

**LOOMACRES WILDLIFE MANAGEMENT**

**AGREEMENT** (the "Agreement") made this        day of        , 2011 by and between the City of Watertown, 245 Washington Street, Watertown, New York 13601 (the "City"), and Loomacres Wildlife Management, P.O. Box 361, Warnerville, New York 12187 ("LWM").

## **ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to establish and administer a winter crow dispersal program for the City during the 2011-2012 winter season. The City wishes to retain the services of LWM for said winter crow dispersal program.

## **ARTICLE 2 – TERM OF AGREEMENT**

The term of this Agreement will begin on December 1, 2011 and conclude on February 29, 2012.

## **ARTICLE 3 – SCOPE OF WORK**

The scope of work to be performed by LWM under the terms of this Agreement shall be as outlined in the Work Plan, made part of and attached hereto as Attachment A.

## **ARTICLE 4 – COMPENSATION**

1. The amount to be paid and the manner in which LWM shall be paid by the City under the terms of this Agreement is shown in the Financial Plan, made part of and attached hereto as Attachment B. For 150 man-hours of crow roost dispersal, the City will pay the fixed sum of \$3,719. Payment includes compensation to LWM for administrative and personnel costs, as well as supplies.
2. The parties may mutually agree to the use of additional LWM man-hours for the purpose of conducting follow-up crow dispersal efforts, as described in Attachment A of this Agreement. If approved by the City in advance, such additional man-hours shall be billed by LWM to the City at a rate of \$35 per hour, with a maximum of 90 additional man-hours permitted under the term of this Agreement.

## **ARTICLE 5 – JOINT RESPONSIBILITIES**

LWM and the City mutually agree:

1. The parties' authorized representatives responsible for carrying out the provisions of this Agreement are:

Mary M. Corriveau, City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY 13601

and

Cody L. Baciуска, Wildlife Biologist  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain the Work Plan. Personnel authorized to attend meetings under this Agreement shall be Mary M. Corriveau or her designee, Cody L. Baciуска or his designee, and/or those additional persons authorized and approved by the City and/or LWM.

#### **ARTICLE 6 – CITY RESPONSIBILITIES**

City agrees:

1. To authorize LWM to conduct crow dispersal activities to reduce human health and safety risks and property damage associated with an urban crow roost. These activities are defined in Attachment A, Work Plan. LWM will be considered an invitee on the lands controlled by the City. The City will be required to exercise reasonable care to warn LWM as to dangerous conditions or activities in the project areas.
2. To reimburse LWM for costs of services provided under this Agreement up to but not exceeding the amount specified in Attachment B, Financial Plan. The City will begin processing invoices submitted by LWM within 30 days of receipt.
3. To designate to LWM the City authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

#### **ARTICLE 7 – LWM RESPONSIBILITIES**

LWM Agrees:

1. To provide qualified personnel to initiate, administer, and perform the services as described in Attachment A of this Agreement.
2. To designate the LWM authorized representative who shall be responsible for the joint coordination and administration of the activities conducted pursuant to this Agreement.
3. To secure all necessary federal and/or state wildlife permits to conduct a crow roost dispersal.

4. To follow all applicable federal and state safety guidelines.
5. To bill the City during the performance of the agreed upon services specified in Attachment A. LWM shall keep records and receipts of all expenditures pertaining to this Agreement for a period of not less than one (1) year from the date of completion of the services provided under this Agreement. The City shall have the right to inspect and audit such records.

#### **ARTICLE 8 – ENVIRONMENTAL COMPLIANCE**

The performance of crow dispersal actions by LWM under this Agreement is contingent upon a determination by LWM that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. LWM will not make a final decision to conduct requested crow dispersal actions until it has made the determination of such compliance.

#### **ARTICLE 9 – INSURANCE**

LWM shall maintain during the term of this Agreement commercial general liability insurance, issued by an insurer licensed to conduct business in New York State, in the amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. Such policy shall name the City as an additional named insured. LWM shall furnish the City a certificate showing that such a policy has been issued and is in force prior to the commencement of any crow dispersal activities. Additionally, LWM shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of LWM under the laws of the State of New York.

#### **ARTICLE 10 – NONASSIGNABILITY**

This Agreement may not be assigned by LWM to any other person or entity without the prior express written consent of the City. LWM agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

#### **ARTICLE 11 – TERMINATION**

This Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Notices will be sent to the following addresses:

Mary M. Corriveau, City Manager  
245 Washington Street  
Watertown, NY 13601

Cody L. Baciуска, Wildlife Biologist  
P.O. Box 361  
Warnerville, NY 12187

**ARTICLE 12 – ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the City and LWM. The City and LWM may mutually agree, upon approval by the City Council, to amend, modify, add or delete services from the Work Plan.

**AGREED AND ACCEPTED:**

**CITY OF WATERTOWN**

BY:

\_\_\_\_\_  
Mary M. Corriveau, City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY 13601

\_\_\_\_\_  
Date

**LOOMACRES WILDLIFE MANAGEMENT**

BY:

\_\_\_\_\_  
Cody L. Baciуска, Wildlife Biologist  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187

\_\_\_\_\_  
Date

## ATTACHMENT A – WORKPLAN

### JUSTIFICATION AND OBJECTIVES

The City of Watertown has requested assistance from Loomacres Wildlife Management following several years of increasing complaints from residents and City officials regarding crow (*Corvus brachyrhynchos*) damage in the City. The expressed concerns include damage to buildings and cars, the associated clean up costs, as well as the threat to human health and safety related to potential disease transmission from an excessive accumulation of crow feces.

In cooperation with the City of Watertown, LWM will develop and implement a winter crow dispersal program to assist the City in resolving issues associated with an urban winter crow roost.

### PLANNED CROW DISPERSAL ACTIVITIES

1. LWM will provide trained Wildlife Biologists to conduct crow population surveys. Crow activity and population numbers will be monitored through-out the length of the contract. The information gathered will be used by the biologists to develop an integrated crow dispersal program to reduce the number of crows utilizing the City.
2. Crow roost dispersal will be conducted over a five (5) night period. The exact time frame will be determined by the population surveys. In order to conduct the crow dispersal, LWM trained personnel will utilize non-lethal harassment methods and techniques, including the use of spotlights, forward looking infra-red, and night vision, to locate the crows. LWM will disperse the crows from their roost by using specialized remote controlled aircraft, playing distress calls, firing pyrotechnics (screamers and bangers), and using handheld lasers. If additional roost dispersals are necessary they will be conducted based on crow surveys, input from City officials, and resident complaints.
3. LWM will provide technical assistance to City management. LWM will advise City officials and residents on habitat modifications/management techniques as well as additional methods the City and its residents can utilize to reduce the presence of crows.
4. As necessary, LWM will assist the City of Watertown with public relations. This includes public out-reach and media relations. LWM will establish a crow sighting and complaint phone line. This service will help LWM pinpoint problem areas. It will also allow for the distribution of information regarding the project.
5. Following the completion of the project, LWM will analyze the data collected during the surveys and roost dispersals. This data will be compiled into a final report that will highlight the results of the 2011-12 Watertown crow dispersal and make recommendations for the future.
6. LWM will investigate potential options to make the City less attractive to crows. Potential options may include installing physical barriers on rooftops and implementing habitat management practices that will make prone areas less suitable for roosting. If and when viable options have been determined, LWM may assist the City with implementing the options.

**ATTACHMENT B – FINANCIAL PLAN**

December 1, 2011 – February 29, 2012

**Planned Crow Dispersal Activities**

Administration and Personnel Costs (150 man-hours)	\$2,851
Equipment and Supplies	\$868
<b>Total</b>	<b>\$3,719</b>

**Follow-up Treatment (if determined necessary and authorized by City)**

Administration and Personnel Costs (90 man-hours)	<b>\$3,150</b>
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The distribution of the budget from this Financial Plan may vary as necessary to accomplish the goals of this Agreement, but will not exceed \$6,869.

**Financial Points of Contact**

Kristin Baciaska  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187  
Phone: (607) 760-8748  
Fax: (518) 618-3129  
Employer Identification Number: 20-3626939

Elliott B. Nelson, Confidential Assistant to the City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, New York 13601  
Phone: (315) 785-7730  
Fax: (315) 782-9014  
Tax Identification Number: 15-6000419

Res No. 4

October 11, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Request for Site Plan Approval for the Construction of a 31-Space Parking Lot Expansion at 535 Thompson Boulevard, Parcel 12-13-117.009

A request has been submitted by Patrick Currier of Aubertine & Currier on behalf of First Church of the Nazarene for the above subject site plan approval.

The Planning Board reviewed the request at its October 4, 2011 meeting. At that meeting, the Board adopted a motion recommending that City Council approve the site plan with the conditions listed in the resolution.

Attached is a report on the site plan prepared for the Planning Board, along with an excerpt from its minutes.

A copy of the revised plan received on October 3, 2011 is also included with each City Council member's agenda.

The City Council must respond to the questions in Part 2, and Part 3 if necessary, of the SEQRA before it may vote on the resolution. The resolution prepared for City Council consideration states that the project will not have significant negative impact on the environment and approves the site plan submitted to the City Engineer on August 22, 2011 and revised on October 3, 2011 with the conditions recommended by the Planning Board.

# RESOLUTION

Page 1 of 2

Approving the Site Plan Submitted by Patrick Currier of Aubertine & Currier on Behalf of First Church of the Nazarene for the Construction of a 31-space Parking Lot Expansion Located at 535 Thompson Boulevard, Parcel 12-13-117.009.

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS Patrick Currier of Aubertine & Currier has made an application on behalf of First Church of the Nazarene for approval of a site plan for the construction of 31-space parking lot expansion located at 535 Thompson Boulevard, parcel 12-13-117.009, and

WHEREAS the applicant submitted revised plans on October 3, 2011, and

WHEREAS the Planning Board of the City of Watertown reviewed the revised site plan at its meeting held on October 4, 2011, and recommended that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. The applicant shall submit Drainage Area Maps to the City Engineer, showing both existing and proposed conditions.
2. In order to assure that the existing trees that are shown to be saved survive the construction process, the applicant shall ensure that the contractor installs construction fencing or another appropriate barrier around the drip edge of each of the trees.

And,

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

# RESOLUTION

Page 2 of 2

Approving the Site Plan Submitted by Patrick Currier of Aubertine & Currier on Behalf of First Church of the Nazarene for the Construction of a 31-space Parking Lot Expansion Located at 535 Thompson Boulevard, Parcel 12-13-117.009.

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

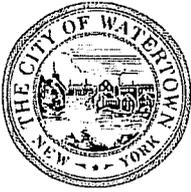
Total .....

YEA	NAY

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Codes Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Codes Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, that site plan approval is hereby granted to Patrick Currier of Aubertine & Currier on behalf of First Church of the Nazarene for approval of a site plan for the construction of a 31-space parking lot expansion located at 535 Thompson Boulevard, parcel 12-13-117.009, as shown on the site plan submitted to the City Engineer on September 20, 2011, and revised on October 3, 2011, contingent on the applicant making the revisions and meeting the conditions recommended by the Planning Board as listed above.

**Seconded by**



# MEMORANDUM

CITY OF WATERTOWN PLANNING OFFICE

245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601

PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

FROM: Kenneth A. Mix, Planning and Community Development Coordinator *KAM*

SUBJECT: Site Plan Approval – 535 Thompson Blvd. Nazarene Church

DATE: September 29, 2011

**Request:** Site Plan Approval for the construction of a 31-space parking lot expansion at 535 Thompson Blvd., parcel 12-13-117.009

**Applicant:** Patrick Currier, Aubertine & Currier

**Proposed Use:** Church parking lot

**Property Owner:** First Church of the Nazarene

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## Submitted:

Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: No
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

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SEQRA: Unlisted Action	County Planning Board Review Required: No
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## Zoning Information:

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District: Residence A	Maximum Lot Coverage: 30%
Setback Requirements: Front: 20ft, Side: 5ft, Rear: 25ft	Buffer Zone Required: 15 feet

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**Project Overview:** The applicant is requesting approval of a parking lot expansion. The existing lot has 97 spaces and will be extended about 80 feet westward, creating 31 additional spaces. The drop off area in front of the church's main entrance will be reconfigured into 4 handicapped parking spaces. An island will be left between the old and new asphalt, with three existing trees and two new light posts.

**Drainage & Grading:** The existing lot drains into a storm sewer at the northeast corner of the property near Wight Drive. The proposed development is not likely to cause drainage issues. However, as a supplement to the Engineering Report, the applicant must submit Drainage Area Maps for the existing and proposed conditions.

**Landscaping:** The site plan shows 3 existing trees along the western edge of the existing parking lot to be preserved during the proposed expansion. They will remain in a 20' wide landscaped island that will be created in the middle of the parking lot. These interior parking lot trees will serve to meet the Planning Board's recommendation of one interior tree for every fifteen parking spaces. Additionally, a row of honeylocust and cherry trees will be planted along the western edge of the expansion which, along with existing landscaping, meets the Board's criteria for perimeter parking lot landscaping.

Code requires a 15' landscaped buffer wherever a nonresidential use in a residential district abuts residential properties. This requirement is satisfied on all sides of the property except the north, where the parking lot is only about 10' from the property line. This may remain as a § 310-38 continuation.

It is very forward thinking on the part of the applicant to propose saving the existing trees for this project. In order to ensure that the trees survive the construction, we would recommend that the contractor be required to protect them during construction by installing some type of temporary construction fencing or other barrier that will protect the trees from mechanical damage from construction equipment. Significant root damage from compaction, grading or trenching as well as damage to the trunk and limbs of the trees from equipment could occur and without protection, decline or death of the trees could occur.

**Summary:**

1. The applicant shall submit a set of Drainage Area Maps to the City Engineer, showing both the existing and proposed conditions.
2. In order to ensure that the existing trees that are shown to be saved survive the construction process, a note and detail should be added to the plans that direct the contractor to install construction fencing or another barrier around the drip edge of each of the trees.

cc: Planning Board Members  
City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Patrick Currier, Aubertine & Currier

EXCERPT FROM THE MINUTES  
PLANNING BOARD OF THE CITY OF WATERTOWN, NY  
MEETING OF OCTOBER 4, 2011

**SITE PLAN APPROVAL – NAZARENE CHURCH  
535 THOMPSON BOULEVARD – PARCEL 12-13-117.009**

The Board then considered a request for Site Plan Approval submitted by Patrick Currier of Aubertine & Currier on behalf of First Church of the Nazarene for 31-space parking lot expansion at 535 Thompson Boulevard, parcel 12-13-117.009.

Mr. Currier approached the Board and explained that he was requesting approval of plans to extend the parking lot westward, and reconfigure the handicap spaces near the building entrance. New lighting for the parking lot will also be installed. Three trees will be protected in a grassed island between the existing lot and the new expansion. He said that per the comment in the Planning Office Memorandum, they have added a tree protection detail to ensure that the trees are protected from damage during construction.

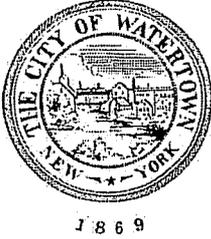
Mrs. Freda stated that she appreciates the applicant's effort to save the existing trees. She said that this was the Planning Board was looking for in these types of situations. She then asked for clarification regarding how many spaces are proposed. Some documents read 24, others 31.

Mr. Currier confirmed that there will be 31 additional spaces constructed.

Mrs. Gervera moved to recommend approval by City Council of the request for Site Plan Approval submitted by Patrick Currier of Aubertine & Currier on behalf of First Church of the Nazarene for 31-space parking lot expansion at 535 Thompson Boulevard, parcel 12-13-117.009, with the following conditions:

1. The applicant shall submit Drainage Area Maps to the City Engineer, showing both existing and proposed conditions.
2. In order to assure that the existing trees that are shown to be saved survive the construction process, the applicant shall ensure that the contractor installs construction fencing or another appropriate barrier around the drip edge of each of the trees.

Mr. Harris seconded, all voted in favor.



**CITY OF WATERTOWN  
SITE PLAN APPLICATION  
AND  
SHORT ENVIRONMENTAL  
ASSESSMENT FORM, PART 1**

**\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in not making the agenda for the upcoming Planning Board meeting.**

**PROPERTY LOCATION**

Proposed Project Name: First Church of the Nazarene Parking Lot Expansion

Tax Parcel Number: 12-13-117.009

Property Address: 535 Thompson Blvd, Watertown

Existing Zoning Classification: \_\_\_\_\_

**OWNER OF PROPERTY**

Name: First Church of the Nazarene

Address: 535 Thompson Blvd  
Watertown, New York 13601

Telephone Number: 315-782-3840

Fax Number: \_\_\_\_\_

**APPLICANT**

Name: Aubertine and Currier Architects, Engineers & Land Surveyors PLLC

Address: 522 Bradley Street  
Watertown, New York 13601

Telephone Number: 315-782-2005

Fax Number: 315-782-1472

Email Address: pjc@aubertinecurrier.com

**ENGINEER/ARCHITECT/SURVEYOR**

Name: Aubertine and Currier Architects, Engineers & Land Surveyors PLLC

Address: 522 Bradley Street  
Watertown, New York 13601

Telephone Number: 315-782-2005

Fax Number: 315-782-1472

Email Address: pjc@aubertinecurrier.com

**PROJECT DESCRIPTION**

Describe project and proposed use briefly:

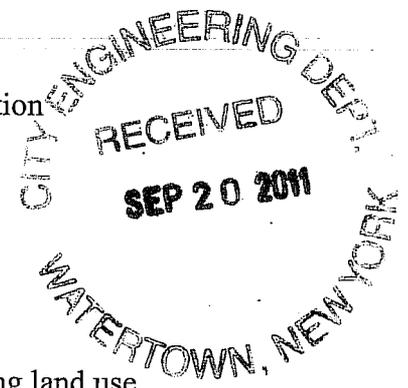
The proposed project consists of adding 24 additional parking spaces along the West side of the existing parking lot. The existing church is approximately 18,200 s.f. and is located on tax parcel 12-13-117.009 in the City of Watertown. The project site is currently zoned Residential A. The proposed project is an acceptable use within the zoning district with site plan review and approval.

Is proposed Action:

- New       Expansion       Modification/Alteration

Amount of Land Affected:

Initially: 1.36 Acres      Ultimately: 1.63 Acres



Will proposed action comply with existing zoning or other existing land use restrictions?

- Yes       No      If no, describe briefly

What is present land use in vicinity of project?

- Residential       Industrial       Commercial       Agriculture  
 Park/Forest/Open Space       Other

Describe: \_\_\_\_\_

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

- Yes       No      If yes, list agency(s) and permit/approval(s)

Does any aspect of the project have a currently valid permit or approval?

- Yes       No      If yes, list agency(s) and permit/approval(s)

As a result of proposed project, will existing permit/approval require modification?

Yes  No

Proposed number of housing units (if applicable): N/A

Proposed building area: 1<sup>st</sup> Floor N/A Sq. Ft.

2<sup>nd</sup> Floor N/A Sq. Ft.

3<sup>rd</sup> Floor N/A Sq. Ft.

Total N/A Sq. Ft.

Area of building to be used for the boiler room, heat facilities, utility facilities

**105** and storage: N/A Sq. Ft.

Number of parking spaces proposed: 128

Construction Schedule: Fall 2011

Hours of Operation: 8am-8pm

Volume of traffic to be generated: Minor ADT

**GENERAL INFORMATION**

ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.

If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department

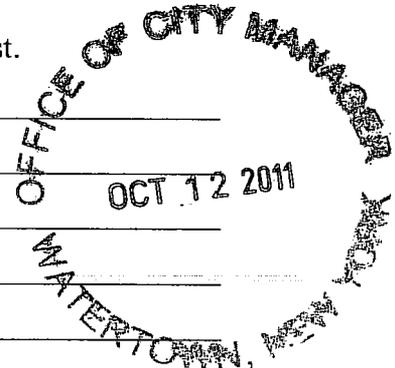
If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

Explanation for any item not checked in the Site Plan Checklist.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Completed SEQR – Short Environmental Assessment Form – Part I.

\*A copy of the SEQR Form can be obtained from the City of Watertown website.

**SIGNATURE**

I certify that the information provided above is true to the best of my knowledge.

Applicant (please print) Patrick J. Currier, RA

Applicant Signature *Patrick J. Currier* Date: 10/12/11

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4?  Yes  No If yes, coordinate the review process and use the FULL EAF.

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (If different from responsible officer)

Res No. 5

October 11, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Request for Site Plan Approval for the Construction of a 3,490 Square Foot Office Building and Parking Lot at 151 Mullin Street, Parcel 10-15-115.

A request has been submitted by Patrick Currier of Aubertine & Currier on behalf of the Morgia Group for the above subject site plan approval.

The Planning Board reviewed the request at its October 4, 2011 meeting. At that meeting, the Board adopted a motion recommending that City Council approve the site plan with the conditions listed in the resolution.

Attached is a report on the site plan prepared for the Planning Board, along with an excerpt from its minutes.

A copy of the revised plan received on October 3, 2011 is also included with each City Council member's agenda.

The City Council must respond to the questions in Part 2, and Part 3 if necessary, of the Environmental Assessment Form before it may vote on the resolution. The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Engineer on September 20, 2011, and revised on October 3, 2011, with the conditions recommended by the Planning Board.

**RESOLUTION**

Page 1 of 2

Approving the Site Plan submitted by Patrick Currier of Aubertine & Currier on Behalf of the Morgia Group for the Construction of a 3,490 Square Foot Office Building and Parking Lot at 151 Mullin Street, Parcel 10-15-115

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS Patrick Currier of Aubertine & Currier has made an application on behalf of the Morgia Group for approval of a site plan for the construction of a 3,490 square foot office building and parking lot located at 151 Mullin Street, parcel 10-15-115, and

WHEREAS the applicant submitted revised plans on October 3, 2011, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on October 4, 2011, and recommended that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. The applicant shall obtain a General City Permit for all work to be performed in the City’s right-of-way.
2. If the applicant installs roof leaders or gutters on the proposed building, they must discharge to the rear yard.
3. The applicant shall adjust the grading of the proposed parking lot to direct runoff to the southeast, rather than the southwest as currently depicted.
4. As an ongoing and continued requirement of site plan approval, the applicant shall maintain the existing vegetated buffer and stockade fencing adjacent to all residentially zoned properties.
5. The applicant shall ensure that construction fencing or another appropriate barrier is installed around the drip edge of each of the trees located in the front yard and around all trees in areas of the rear yard comprising the required landscaped buffer zone.

And,

**RESOLUTION**

Page 2 of 2

Approving the Site Plan submitted by Patrick Currier of Aubertine & Currier on Behalf of the Morgia Group for the Construction of a 3,490 Square Foot Office Building and Parking Lot at 151 Mullin Street, Parcel 10-15-115

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Codes Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Codes Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, that site plan approval is hereby granted to Patrick Currier of Aubertine & Currier on behalf of the Morgia Group for approval of a site plan for the construction of a 3,490 square foot office building and parking lot located at 151 Mullin Street, parcel 10-15-115, as shown on the site plan submitted to the City Engineer on September 20, 2011, and revised on October 3, 2011, contingent on the applicant making the revisions and meeting the conditions recommended by the Planning Board as listed above.

**Seconded by**



4. The applicant shall obtain a General City Permit for any work in the City's right-of-way.
5. If the applicant installs roof leaders or gutters on the proposed building, they must discharge to the rear yard.
6. The applicant shall adjust the grading of the proposed parking lot to direct runoff to the southeast, rather than the southwest as currently depicted.
7. The applicant shall add the following note to the plans: "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."
8. As an ongoing and continued requirement of site plan approval, the applicant shall maintain the existing vegetated buffer and stockade fencing adjacent to all residentially zoned properties.
9. In order to ensure that the existing trees that are shown to be saved survive the construction process, a note and detail should be added to the plans that direct the contractor to install construction fencing or another barrier around the drip edge of each of the trees located in the front yard and for the trees in the rear yard that comprise the required landscaped buffer zone

Planning Board Members  
City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Patrick Currier, Aubertine & Currier

September 20, 2011

City of Watertown  
Kurt Hauk, City Engineer  
Room 105, City Hall  
245 Washington Street  
Watertown, NY 13601

RE: Morgia Group- Proposed Office Building

Dear Mr. Hauk,

Aubertine and Currier, on behalf of Morgia Group, is requesting Site Plan review of the attached documents, for the above referenced project.

The proposed project consists of removing the existing home and constructing a 54' x 54' office building on tax parcel 10-15-115.000 in the City of Watertown. The project site is currently zoned Limited Business. The proposed project is an acceptable use within the zoning district with site plan review and approval.

The parking shall be expanded along the west side, the existing grading and drainage shall not be disturbed. The Owner shall maintain all existing utilities, site lighting and landscaping.

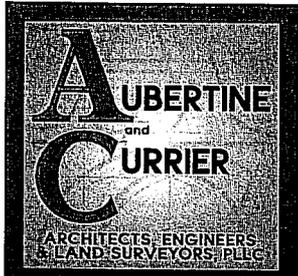
The project shall be a single phase starting in the fall of 2011 and complete by the end of the year.

Sincerely,  
Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Patrick J. Currier, RA  
NYS Certified Code Enforcement Official

Cc: Don Clark, DC Building Systems



522 Bradley Street  
Watertown, New York 13601

[aubertinecurrier.com](http://aubertinecurrier.com)

Phone: 315-782-2006  
Fax: 315-782-1472

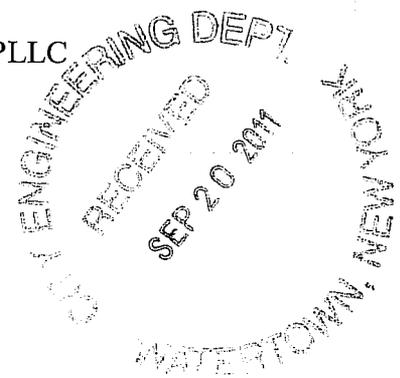
**Managing Partners**  
Michael L. Aubertine, R.A.  
Architect

Patrick J. Currier, R.A.  
Architect

**Partners**  
Brian A. Jones, R.A., LEED AP  
Architect

Matthew R. Morgia, P.E.  
Civil Engineer

Jayson J. Jones, P.L.S.  
Land Surveyor





EXCERPT FROM THE MINUTES  
PLANNING BOARD OF THE CITY OF WATERTOWN, NY  
MEETING OF OCTOBER 4, 2011

**SITE PLAN APPROVAL – MORGIA GROUP  
151 MULLIN STREET – PARCEL 10-15-115**

The Board then considered a request for site plan approval submitted by Patrick Currier, RA of Aubertine & Currier on behalf of the Morgia Group for the construction of a 3,490 square foot office building and parking lot located at 151 Mullin Street, parcel 10-15-115.

Patrick Currier approached the Board to explain the proposal. He stated that his client had trouble finding existing office space downtown, and thus decided to purchase this land for new construction. He explained that the parking area would be expanded to the west. He would like construction to begin as soon as possible, and hopefully have the building complete by Spring.

Mr. Currier went on to explain the most of the Staff comments were addressed in the updated plans he submitted to the City Engineer on 10/4/2011. Grading was adjusted, the driveway was widened, and a detail for tree protection was added.

Mrs. Freda commented that signage must be approved separately from these proceedings, by the Bureau of Code Enforcement.

Mr. Wood shared comments regarding drainage. He explained that a neighbor to the east has expressed concerns about the back yard flooding. Mr. Wood explained that the eastern drainage area is already being reduced, so no new problems are expected. He noted that the parking lot grading had been adjusted in the updated plans, but that he would like to see additional eastward diversion of parking lot runoff.

Mr. Currier stated that he was okay with further diversion, and that there would be enough room to add a gutter or swale if needed.

Mr. Harris said that he was in favor of adding a swale.

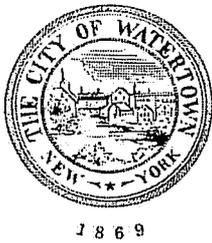
Mr. Wood then stated that Summary Item #6 from the Staff Memo should remain as a condition of approval.

Mrs. Gervera then moved to recommend approval by City Council of the site plan submitted by Patrick Currier, RA of Aubertine & Currier on behalf of the Morgia Group for the construction of a 3,490 square foot office building and parking lot located at 151 Mullin Street, parcel 10-15-115, with the following conditions:

1. The applicant shall obtain a General City Permit for all work to be performed in the City's right-of-way.
2. If the applicant installs roof leaders or gutters on the proposed building, they must discharge to the rear yard.

3. The applicant shall adjust the grading of the proposed parking lot to direct runoff to the southeast, rather than the southwest as currently depicted.
4. As an ongoing and continued requirement of site plan approval, the applicant shall maintain the existing vegetated buffer and stockade fencing adjacent to all residentially zoned properties.
5. The applicant shall ensure that construction fencing or another appropriate barrier is installed around the drip edge of each of the trees located in the front yard and around all trees in areas of the rear yard comprising the required landscaped buffer zone.

Mr. Harris seconded, all voted in favor.



**CITY OF WATERTOWN  
SITE PLAN APPLICATION  
AND  
SHORT ENVIRONMENTAL  
ASSESSMENT FORM, PART 1**

\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.

**PROPERTY LOCATION**

Proposed Project Name: Morgia Group New Office

Tax Parcel Number: 10-15-115.000

Property Address: 151 Mullin Street, Watertown

Existing Zoning Classification: \_\_\_\_\_

**OWNER OF PROPERTY**

Name: Cynthia M. Fearon Living Trust

Address: 151 Mullin Street  
Watertown, New York 13601

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**APPLICANT**

Name: Aubertine and Currier Architects, Engineers & Land Surveyors PLLC

Address: 522 Bradley Street  
Watertown, New York 13601

Telephone Number: 315-782-2005

Fax Number: 315-782-1472

Email Address: pjc@aubertinecurrier.com

**ENGINEER/ARCHITECT/SURVEYOR**

Name: Aubertine and Currier Architects, Engineers & Land Surveyors PLLC

Address: 522 Bradley Street  
Watertown, New York 13601

Telephone Number: 315-782-2005

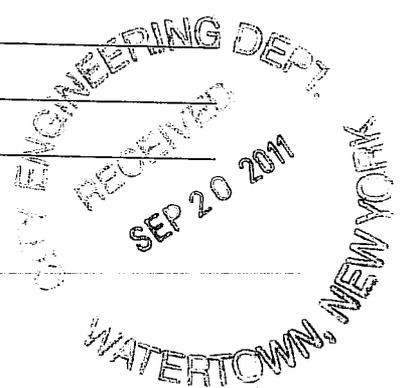
Fax Number: 315-782-1472

Email Address: pjc@aubertinecurrier.com

**PROJECT DESCRIPTION**

Describe project and proposed use briefly:

The proposed office building shall be 54' x 54' with a partial second floor. The building shall be wood framed construction and the parking shall be expanded to provide for 15 vehicles.



Is proposed Action:

- New       Expansion       Modification/Alteration

Amount of Land Affected:

Initially: \_\_\_\_\_ Acres      Ultimately: \_\_\_\_\_ Acres

Will proposed action comply with existing zoning or other existing land use restrictions?

- Yes       No      If no, describe briefly

What is present land use in vicinity of project?

- Residential       Industrial       Commercial       Agriculture  
 Park/Forest/Open Space       Other

Describe: \_\_\_\_\_

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

- Yes       No      If yes, list agency(s) and permit/approval(s)

Does any aspect of the project have a currently valid permit or approval?

- Yes       No      If yes, list agency(s) and permit/approval(s)

As a result of proposed project, will existing permit/approval require modification?

Yes       No

Proposed number of housing units (if applicable): N/A

Proposed building area: 1<sup>st</sup> Floor 2,961 Sq. Ft.

2<sup>nd</sup> Floor 529 Sq. Ft.

3<sup>rd</sup> Floor N/A Sq. Ft.

Total 3,490 Sq. Ft.

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Area of building to be used for the boiler room, heat facilities, utility facilities  
and storage: 2,961 (basement) Sq. Ft.

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Number of parking spaces proposed: 15

Construction Schedule: Fall 2011

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Hours of Operation: 8:00am - 5:00pm

Volume of traffic to be generated: Minimal ADT

GENERAL INFORMATION

ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.

If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department

If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

Explanation for any item not checked in the Site Plan Checklist.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Completed SEQR – Short Environmental Assessment Form – Part I.

\*A copy of the SEQR Form can be obtained from the City of Watertown website.

**SIGNATURE**

I certify that the information provided above is true to the best of my knowledge.

Applicant (please print) Patrick J. Currier, RA

Applicant Signature *Patrick J. Currier* Date: 10/12/11

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

- A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No
- B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No
- C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)
- C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
- C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
- C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
- C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
- C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
- C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
- C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
- D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:
- E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (If different from responsible officer)

Reset

Res No. 6

October 12, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Rejecting the Bid for the Marble Street Park Prefabricated Restroom Facility

The City Purchasing Department has advertised and received sealed bids for the purchase of a prefabricated restroom facility for installation at Marble Street Park as part of the ongoing river parks improvement project. Invitations to bid were issued to ten (10) prospective bidders, with one (1) bid submitted to the Purchasing Department where it was publicly opened and read on Tuesday, September 27, 2011, at 11:00 a.m.

City Purchasing Agent Amy M. Pastuf and has reviewed the lone bid and found that it conforms to the specifications set forth in the bid packet. However, the bid price of \$94,471 well exceeded the estimated project cost of \$66,000.

While investigating the cost difference and reasons why the City only received one bid for the project, City Planner Michael A. Lumbis found that there were other firms interested in the project but did not have time to submit a bid due to their current workload and commitments. Additionally, Mr. Lumbis contacted a local contractor regarding the feasibility and cost of constructing the building on site rather than purchasing a prefabricated building. The contractor estimated that a site built structure of similar size and design should cost between \$45,000 and \$50,000.

Since there is a potential for significant cost savings for this portion of the parks project by constructing the building on site rather than ordering a pre-fabricated unit, it is recommended that this bid be rejected.

Engineering Staff has agreed to assist by revising the drawings and specifications to accommodate a site built structure so there will be no out of pocket design costs. The project design will be complete within the next few months.

The restroom facility for Marble Street Park is a portion of the Bicentennial Park and Marble Street Park Improvements Project. The improvements at the two sites are funded with matching grant funds from the New York State Department of State through a 2006 Environmental Protection Fund, Local Waterfront Revitalization Program grant that was awarded to the City.

The attached resolution prepared for Council consideration rejects the bid that was submitted for the project.

# RESOLUTION

Page 1 of 1

Rejecting the Bid for the Marble Street Park Prefabricated Restroom Facility

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City’s Purchasing Department has advertised for sealed bids for the purchase of a prefabricated restroom facility for installation at Marble Street Park as part of the Bicentennial Park and Marble Street Park Improvements Project, and

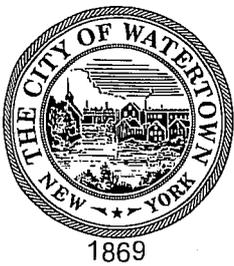
WHEREAS plans and specifications were issued to ten (10) prospective bidders, with one (1) bid being received and publicly opened and read in the City Purchasing Department on Tuesday, September 27, 2011, at 11:00 a.m., and

WHEREAS City Purchasing Agent Amy M. Pastuf and City Planner Michael A. Lumbis have reviewed the bid and are recommending that it be rejected as it was significantly over the estimated construction budget, and

WHEREAS City Staff will move forward with the project by redesigning the facility in house for the construction of a site built facility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York rejects the bid of \$94,471.00 submitted by United Concrete Products, Inc. of Yalesville, CT, for the purchase of a prefabricated restroom facility.

### **Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

## MEMORANDUM

**TO:** Mary Corriveau, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2011-08 – Marble Street Park Prefabricated Restroom  
**DATE:** 10/3/2011

The City's Purchasing Department advertised in the Watertown Daily Times on September 8, 2011 calling for sealed bids for the purchase of new and unused Prefabricated Restroom as per City specifications. The Prefabricated Restroom is for installation at Marble Street Park as part of the River Parks Improvement Project.

Invitations to bid were issued to ten (10) prospective bidders and one (1) sealed bid was submitted to the Purchasing Department. The sealed bid was publically opened and read on Tuesday, September 27, 2011 at 11:00 am, local time. The sealed bid was received from United Concrete Products from Yalesville, Connecticut. The bid response price for the 12' x 24' modular restroom facility was \$94,471.00.

The bid received was reviewed and was found to conform to the specifications set forth in the bid packet, however, the bid price for the building (\$94,471.00) well exceeds the \$66,000.00 estimated cost of the project. The bid price represents a \$328.00 per square foot building cost, which is extremely high-priced for the City of Watertown region. A local contractor indicated a \$150 to \$175 per square foot building cost would be more in line with a site built structure in this area.

It is recommended that this bid be rejected. It is suggested that the City of Watertown investigate other options that will provide the structure at a more reasonable cost to the City. Possible options include re-bidding the project as a site-built structure with the City or a contractor providing the design.

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

Copy: Kurt Hauk, City Engineer  
Eugene Hayes, Superintendent of Public Works  
Ken Mix, City Planner

Res No. 7

October 7, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Agreement, D<sup>2</sup> Dewatering Services, Inc.,  
Contract for Dredging of the Black River Coagulation Basin

On August 16, 2010, the City Council accepted a bid submitted by D<sup>2</sup> Dewatering Services, Inc. of Wall, New Jersey, for labor and material to dredge the Water Treatment Plant's coagulation basin located on Eastern Boulevard in the amount of \$87,750.00. Work on the project has now been completed.

Water Superintendent Gary E. Pilon has submitted Change Order No. 1 to this contract in the amount of \$17.76. The attached report from Mr. Pilon provides the details on the cubic yards of material that were measured in the drying beds after removal from the coagulation basin. He also addresses the factors that have led to the greatly decreased volume and the contractor's request for a renegotiation of the unit price. If approved, this will bring the final contract amount to \$87,767.76.

A resolution approving Change Order No. 1 to the contract with D<sup>2</sup> Dewatering Services, Inc. for labor and material to dredge the Water Treatment Plant's coagulation basin located on Eastern Boulevard has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Approving Change Order No. 1 to Agreement,  
D<sup>2</sup> Dewatering Services, Inc., Dredging of  
Black River Coagulation Basin

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.  
Total .....

YEA	NAY

***Introduced by***

---

WHEREAS on August 16, 2010, the City Council of the City of Watertown approved a bid submitted by D<sup>2</sup> Dewatering Services, Inc. of Wall New Jersey, in the amount of \$87,750.00 for labor and material to dredge the Water Treatment Plant’s coagulation basin located on Eastern Boulevard, and

WHEREAS Water Superintendent Gary E. Pilon has submitted Change Order No. 1 to that contract for consideration by the City Council, and

WHEREAS Change Order No. 1 results in an additional charge of \$17.76, bringing the contract amount to \$87,767.76,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to the contract with D2 Dewatering Services, Inc. for labor and material to dredge the Water Treatment Plant’s coagulation basin located on Eastern Boulevard, in the amount of \$17.76, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

**Seconded by**

# Watertown Water Department

## Inter-office Memo

DATE: October 7, 2011

**TO:** Mary Corriveau, City Manager

**FROM:** Gary Pilon, Supt. of Water

**SUBJECT:** Change Order No. 1  
Contract for Dredging of the Black River  
Coagulation Basin  
D<sup>2</sup> Dewatering Services, Inc.

OCT 07 2011

Attached is a copy of Change Order No. 1 to the Contract for Dredging of the Black River Coagulation Basin and a letter from the contractor requesting approval of the change order.

Change Order No. 1 allows for an increase in the unit price bid per cubic yard for removal of sludge from the coagulation basin of the City's water treatment facilities.

The contract for this work was bid out last year and was awarded to D<sup>2</sup> Dewatering Services, Inc., Wall, New Jersey. The amount of the awarded contract was \$87,750.00. This amount included a lump sum price for mobilization of \$19,750.00 and a unit price bid of \$3.40 per cubic yard of sludge removed from the basin and deposited in the drying beds, based on an estimated quantity of 20,000 cubic yards, or \$68,000.00.

The estimated quantity was based on historical observations of the apparent amount of material in the basin that needed to be removed and that number was used in the bid document so that bidders would have a number to base a competitive bid on.

The contractor, in good faith, bid on this contract with the expectation of dredging approximately 20,000 cubic yards of material and based his unit price for the removal on that number. In 2006, 14,146 cubic yards of material were measured in the drying beds after removal from the coagulation basin. Since the dredging this time was slated to cover a four year period, 20,000 appeared to be a good estimate.

The estimated quantity for the 2006 contract was 30,000 cubic yards. The basin had been dredged three years earlier in 2003 and a little over 40,000 cubic yards of material was measured in the drying beds, but the dredging area was much more extensive that year.

The contract has a clause that allows for either party to request a renegotiation of the bid amount if there is a 25% increase or decrease in the scope of the project. The amount of material placed in the drying beds was calculated to be 12,412 cubic yards, 38% less than estimated.

We have determined that there are a couple of factors that probably led to the greatly decreased final volume of material that was measured in place in the drying beds. First you have to realize that after a minimal amount of time for settling, this material will deposit in varying volumes

depending on the percentage of the solids in the material when it is being pumped. The dryer the material is, the greater the percentage of solids, such that the actual volume of material placed in the beds will be lower than if the material had a lesser percentage of solids. For payment purposes, according to our contract language, the material is measured in place in the drying beds no less than 48 hours after the final pumping takes place in that particular bed. When the material was dredged in prior years, the percentage of solids was a great deal lower than it was this time. In addition, this contractor used a Mud Cat dredge with a different type of suction head and cutter bar than the IMS dredges that were used in the past. This dredge did not take in as much water as the others did and pumped more of the sludge. Therefore the material had a larger percentage of solids. Another thing that was different this time was the fact that we began adding a polymer to enhance the coagulation in the basin a couple of years ago. The sludge with the polymer added seemed to dry and settle much faster in the drying beds.

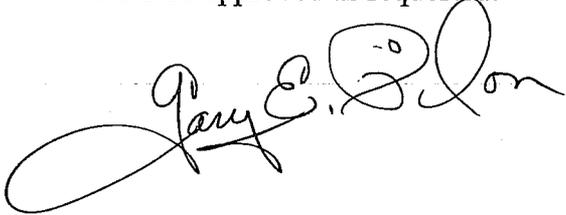
As a result of the aforementioned factors, the amount of sludge measured in place in the drying beds was substantially less than we had estimated or anticipated.

The contractor has requested that the unit price be increased from \$3.40 per cubic yard to \$5.48 per cubic yard, which will allow him to cover his expenses and make approximately the same profit that he had based his original bid on. The additional cost to the City will amount to \$17.76 over what we had agreed to pay based on the contract award.

A similar change order was authorized with the previous contract for the 2006 dredging event, due to similar circumstances.

This contractor was placed on hold last season due to the work being done on the Dosing Station Dam and was not able to mobilize until this season. Once mobilized, he did a very good job in a reasonable time period. Staff is extremely satisfied with the work that was performed and the personnel that were assigned to the project.

I believe that the request of the contractor is reasonable and I recommend that Change Order No.1 be approved as requested.

A handwritten signature in black ink, appearing to read "Gary E. Olson". The signature is written in a cursive style with a large, looping initial "G".

cc: Brian Gaffney, Chief WTP Operator  
Kurt Haul, City Engineer  
Jim Mills, City Comptroller

**D<sup>2</sup> DEWATERING SERVICES, INC.**  
**1621 GLENDOLA ROAD**  
**WALL, NJ 07719**  
**(732) 681-1695**

October 7, 2011

Attn: Mr. Gary E. Pilon  
Superintendent of Water  
City of Watertown, Water Department  
245 Washington Street, Room 202  
Watertown, New York, 13601

Subject: Request for Approval of Change Order No. 1 to Contract for  
Dredging of Black River Coagulation Basin

Dear Mr. Pilon:

We hereby request approval of Change Order No. 1 to our contract for Dredging of the Black River Coagulation Basin.

As we have discussed, the contract was bid with the expectation of our having to dredge an estimated quantity of 20,000 cubic yards of material from the basin. The bid amount for the contract was \$19,750 for mobilization and \$3.40 per cubic yard of sludge removed from the basin and placed in the drying beds. The total bid amount of the contract was \$87,750.00.

We were surprised when the total amount of material measured in the drying beds turned out to be only 12,412 cubic yards. As you are aware, page 28 of the General Conditions allows that, in the event that the overall scope of the project is increased or decreased by 25% or more, either party may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change.

The actual amount of material that we dredged from the basin was approximately 38% less than estimated. We have agreed that this constitutes a substantial change in project scope and we have also agreed that the unit price per cubic yard must be increased in order for us to cover our expenses and make a modest profit.

It is our understanding that we covered the same area in the coagulation basin as the previous contractor did in 2006. According to your staff, the City had begun adding a polymer to the raw water passing through the dosing station since the previous dredging event and it is believed that the polymer has made the sediment in the basin more concentrated and allows the dredged material to become thicker, such that it appeared to dry and settle faster in the drying beds. In addition the cutter blade and suction head unit on our dredge is configured such that it does not take in as much water during the dredging operation as some of the other makes of dredging equipment might.

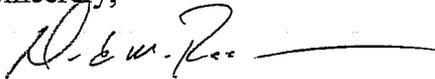
We are requesting that the unit price per cubic yard be increased from \$3.40 to \$5.48. This will allow us to receive virtually the same amount as we had anticipated receiving when we submitted our bid in good faith.

If this proposed change order is approved the total request for compensation for this project will be \$87,767.76 based on the Mobilization of \$19,750.00 plus removal of 12,412 cubic yards of sludge, as measured in place after dredging, at \$5.48 per cubic yard, \$68,017.76.

Consequently, Change Order No. 1, if approved, will only increase the original contract amount of \$87,750 by \$17.76.

We respectfully ask that this change order request be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "D. M. Roslonski", followed by a horizontal line extending to the right.

David M. Roslonski  
President, D<sup>2</sup> Dewatering Services, Inc.

# Change Order

No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: DREDGING OF BLACK RIVER COAGULATION BASIN	Owner: CITY OF WATERTOWN	Owner's Contract No.: NA
Contract: DREDGING OF BLACK RIVER COAGULATION BASIN	Date of Contract: OCTOBER 14, 2010	
Contractor: D <sup>2</sup> DEWATERING SERVICE, INC., 1621 GLENDOLA ROAD, WALL, NJ 07719		Engineer's Project No.:

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

Description:

THE UNIT PRICE HAS BEEN RENEGOTIATED FROM \$3.40 C.Y. TO \$5.48 C.Y. DUE TO A VARIANCE IN SCOPE OF WORK BY APPROXIMATELY 38%. THE CONTRACT ALLOWS FOR RENEGOTIATION OF A UNIT PRICE IF THERE IS A VARIANCE IN SCOPE OF 25% OR MORE. (SEE PAGE 28, OF THE GENERAL CONDITIONS.)

Attachments: (List documents supporting change):

- 1) PAGE 28 OF THE GENERAL CONDITIONS.
- 2) LETTER OF REQUEST

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 87,750.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): NA

Ready for final payment (days or date): \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 87,750.00

Contract Times prior to this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): \_\_\_\_\_

[Increase] of this Change Order:

- \$ 17.76

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ 87,767.76

Contract Times with all approved Change Orders:

Substantial completion (days or date): NA

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: Gary E. Wilson

Water Superintendent

Date: Oct. 7, 2011

ACCEPTED:

By: \_\_\_\_\_

Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: W. P. Ros

Contractor (Authorized Signature)

Date: 10/7/11

1.5. Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost-Plus basis and shall be accepted to cover all general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.

2.0. The cost of the work done each day shall be submitted to the Engineer in a satisfactory form on the succeeding day and shall be approved by him or adjusted accordingly.

3.0. Monthly payments of all charges for extra work, whether priced on the Cost-Plus basis or an agreed upon basis, shall, upon completion and approval, be requested with the subsequent monthly progress billing.

#### C. CHANGE OF PROJECT SCOPE:

In the event that the overall scope of the project is increased or decreased by 25 percent or more, either party to the contract may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change. After agreement is reached by the City and Contractor on revised unit prices, a change order will be issued reflecting these changes. The re-negotiated unit prices will be based on the original contract unit prices with additions or subtractions indicated so as to justify the new unit price to the satisfaction of the City. The revised unit prices will be applied only to that portion of the project in which the scope has been changed in accordance with this article and shall not be applied to any of the quantities of the original bid. An example of such a change may be the addition to or deletion of the originally stated project areas.

#### 69. COORDINATION OF PLANS/SPECIFICATIONS:

Any requirements on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

#### 70. NO PAYMENT:

Unless otherwise provided for by a specific contract item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

Res No. 8

October 13, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement for the Provision for the Sale of Water Service  
Between the City of Watertown and the Town of Hounsfield

At the March 14, 2011 Work Session, the City Council approved moving forward with negotiations for an Agreement to supply water to the newly formed Town Water District No. 5, as well as Water Districts No. 2 and 6. Since that time, the City of Watertown and the Town of Hounsfield have been working on such an agreement to provide water service to the Watertown International Airport and commercial and residential areas.

Attached for City Council review is an Agreement Between the City of Watertown and the Town of Hounsfield as the Administrator for each of the Town of Hounsfield Water Districts 2, 5, and 6 for the sale of water. The proposed Agreement for the supply of water is at the rate approved at the June 20, 2011 City Council Meeting and is for a 30 year term. Water Superintendent Gary E. Pilon has reviewed the Agreement and believes that the City of Watertown has sufficient capacity and ability to provide water at the anticipated allocations to the Districts.

A resolution approving the Agreement to sell water to the Town of Hounsfield Water Districts has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement for the Provision for the Sale of Water Service Between the City of Watertown and the Town of Hounsfield Water Districts No. 2, 5, and 6

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### ***Introduced by***

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WHEREAS the City of Watertown owns a water supply system, which it operates for the purpose of supplying the City and its inhabitants with water, and

WHEREAS the City has excess capacity to produce and transport water in excess of its own needs, and

WHEREAS the Town of Hounsfield Water Districts have requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement, and

WHEREAS the City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), enter into an agreement with the Districts for the right to make connections to the City System for the purpose of drawing water therefrom and the City may set the prices so long as such action will not render the supply of water for the City or its inhabitants insufficient, and

WHEREAS an Agreement has been drafted, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for the Provision of the Sale of Water Service Between the City of Watertown and the Town of Hounsfield for Water Districts No. 2, 5, and 6, and

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

### **Seconded by**

**AGREEMENT FOR THE PROVISION OF THE SALE OF WATER SERVICE  
BETWEEN THE CITY OF WATERTOWN  
AND  
THE TOWN OF HOUNSFIELD**

**AGREEMENT** (the "Agreement") made this        day of        , 2011, by and between the City of Watertown, 245 Washington Street, Watertown, New York 13601, (the "City"), and the Town of Hounsfield, as Administrator for each of the Town of Hounsfield Water Districts # 2, 5, and 6, 18774 County Route 66, Watertown, New York 13601 (the "Districts").

**RECITALS**

- A. The City owns a water supply system (the "system"), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of the City's own needs.
- C. The Districts have requested the right to draw water from the City's system for use by the Districts as they currently exist and/or as they may be created, extended, or expanded during the term of the Agreement.
- D. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118 (a), enter into an Agreement with the Districts for the right to make connections for the purpose of drawing and purchasing water from the City's system, and the City may set the prices (rates) by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water insufficient for the City and its inhabitants.
- E. The City currently has sufficient capacity to provide water at the allocations identified in Exhibit "C", for the term of this Agreement.
- F. The City has installed and will maintain appropriately sized master meters at or near the city limit on Arsenal Street and on Coffeen Street for the purpose of ascertaining the quantity of water being drawn into Town of Watertown Water District # 1 from the City's system.

The Districts have, or will, install and maintain appropriately sized meters, which meet City specifications, at or near the boundary between the Town of Watertown and the Town of Hounsfield on NYS Route 3 (Arsenal Street Road) for the purpose of ascertaining the quantity of water being drawn into the Districts from the Town of Watertown's water distribution lines.

- G. The purpose of this Agreement is to establish the relative responsibilities of the parties.

**NOW, THEREFORE**, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

**SECTION 1. – DEFINITIONS** For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Town of Hounsfield Water Districts # 2, 5, and 6, as currently located in the Town of Hounsfield and/or as the same may be extended during the term of this Agreement, being more particularly described on the location map(s) attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity drawing water from the City system. There shall be a distinction between users inside the City and users outside of the City. The Districts shall be considered as users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4 (a) below.

(e) “City” shall mean the City of Watertown, Jefferson County, New York.

(f) “Districts” shall mean the Town of Hounsfield, Jefferson County, New York, as Administrator for special improvement districts known as Town of Hounsfield Water Districts # 2, 5, and 6.

(g) “Unit of Water” shall mean 100 cubic feet or 748 U.S. gallons.

(h) “Point of Connection” shall mean a point where the City’s system and Town of Watertown Water District # 1’s water distribution system connect to each other. One point of connection is on Arsenal Street at or near the city limit and one point of connection is on Coffeen Street at or near the city limit. These points of connection shall be the points at which the City’s system enters the meter vaults that house the master meters furnished by the City for determining the amount of water supplied to Town of Watertown Water District #1 system.

“Point of Connection” shall also mean the point at which the Town of Watertown Water District #1 connects to water line serving the Districts. This point of connection shall be at the meter vault located at or near the Town of Watertown and Town of Hounsfield boundary on NYS Route 3, (Arsenal Street Road).

The aforementioned points of connection shall also be considered as the points at which maintenance and repair responsibilities are distinguished and separated as further detailed in Exhibit “B”.

**SECTION 2. – TERM AND TERMINATION** The term of this Agreement shall commence as of November 1, 2011, and shall terminate on October 31, 2041. Nothing in this Agreement or in the term stated herein shall be construed to be affected by, nor shall it have any affect on, any separate agreement between the Districts and the Town of Watertown for the wheeling of water to be supplied hereunder. Notwithstanding the forgoing, in the event the Districts wish to add or delete a district; desire to increase the size of the Districts’ meter; wish to change the description of district boundaries;

or increase the allocation to any district in an amount exceeding the Allocation set forth in Exhibit "C" by 20% or more, then the City shall have the right to reopen this Agreement for further negotiations designed to accommodate the request(s) and compensate the City therefore.

This agreement may otherwise only be renewed by the Districts after renegotiation of its terms upon notice given by the Districts to the City at least one year prior to its termination by expiration by its terms.

**SECTION 3. – APPLICABLE LAW** This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118 (a) of the General Municipal Law. The City shall not be liable for any act performed by it pursuant to the provisions of such law.

#### **SECTION 4. – WATER TO BE FURNISHED**

(a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for the Districts shall be as set forth in Exhibit "C" based on daily average flows over an annual basis and maximum day flows as calculated by the Districts' engineer, in gallons per day. The Districts agree to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each district.

(b) The City's responsibility for the water quality at any point beyond the point of delivery shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each district bears the responsibility for maintaining the water quality at any point beyond the points of connection. Each district shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the Districts' allocations to the quantity set forth in Section 4 (a) and Exhibit "C". In the event that the usage shall consistently exceed the allocation (four months out of any six month period), then either party may reopen the Agreement for further negotiations upon thirty (30) days written notice to the other.

**SECTION 5. – WATER EMERGENCY OR SHORTAGE** In the event of a water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

**SECTION 6. – MAINTENANCE** The Districts shall provide and maintain all water mains and appurtenances within the Districts, as set forth in Section 13 (b). The Districts' water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pits, back-flow devices,

valves, and service lines, but shall not include the master meters which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to Town of Watertown Water District # 1.

## **SECTION 7. – WATER RENT**

(a) The quantity of water passing through the Town of Hounsfield water meter each billing period shall be billed to the Town of Hounsfield Water Districts. That same quantity of water shall also be subtracted from the total quantity of water passing through the two master meters that register the quantity of water being drawn into the Town of Watertown. The balance of the water passing through the two master meters shall be billed to the Town of Watertown Water District #1.

(b) The Town of Hounsfield, as Administrator for Water Districts # 2, 5, and 6, agrees to pay the City of Watertown, directly, for all water drawn from the system.

(c) Water rent invoices for Water Districts # 2, 5, and 6 will be billed to the **Town of Hounsfield** and mailed to the following address:

Attn: Water Superintendent  
Town of Hounsfield  
18774 County Route 66  
Watertown, New York 13601

(d) Water rents for consumption drawn by the Districts will be billed in total, based on the calculation as previously outlined in section F of the RECITALS. It shall be the responsibility of the Town of Hounsfield's Water Department to ascertain the water usage and distribution of charges among the three individual districts.

(e) The City of Watertown has established the outside user rate for the Town of Watertown to be effective July 1, 2011, as a "uniform rate" of \$37.00 per 1000 cubic feet. The Town of Hounsfield shall be charged according to the same outside user rate as the Town of Watertown. It is the parties' declared purpose in agreeing to this rate to ensure that no outside user governed by this Agreement shall pay the City a rate which is less than the rate charged by the City to a typical single-family home inside user. It is further understood that effective upon the execution of this Agreement, and thereafter, any increase or decrease of rates imposed upon the first step of the rate schedule for inside users during the term of this Agreement will also be reflected in the outside user rate for the Districts. Should the City Council, in its discretion, revamp the water rates for inside users, such that they are no longer calculated using a declining rate schedule, the City and/or the Districts has the right to reopen the Agreement for the express purpose of renegotiating water rates.

(f) Section 301-17. of the Code of the City of Watertown, establishes "minimum charges" for water billing based on the size of the water meter used to determine a customer's water consumption. It is understood that the water meter(s) from which monthly metered consumption will be registered for the Districts is currently a four (4) inch meter. The minimum monthly consumption billed to the City's customers for a four (4) inch meter is 8,800 cubic feet (88 Units or 65,824 gallons).

A minimum bill based on the rate outlined in this section under paragraph (e) will be invoiced by the City and paid by the Districts if the quantity of water registered during any monthly billing cycle is 8,800 cubic feet or less.

(g) The Districts' water rents shall be billed monthly and paid to the City Comptroller's office within twenty (20) days of the rendering of a bill by the City.

(h) The charges for the total consumption for all three (3) districts shall be issued as a single bill based on the calculation as outlined at (a), above. Determination of charges for consumption in the individual districts shall be the responsibility of the Town of Hounsfield.

(i) Late payments or failure to make payments within twenty (20) days of the rendering of a bill will subject the Districts to a penalty of ten percent (10%) of the current bill.

(j) The Town of Hounsfield acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the Districts' obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

#### **SECTION 8. – METER SYSTEM AND SERVICE PIPES**

(a) The City requires, and the City has the right to specify the requirement for metering devices to determine the quantities of water taken or drawn by the Districts.

(b) The City reserves the right to require the Districts to inspect, test, repair and replace the Districts' water meters if required, when necessitated by age, negligence, recklessness or intentional acts.

(c) The Districts shall install and maintain approved backflow devices after the meter.

(d) The Districts shall be responsible for safeguarding the meters, which shall be housed at the expense of the Districts in a meter pit suitable for housing of a water meter. The meters shall be accessible to the City and its authorized employees upon request.

(e) Designated employees of the City's Water or Engineering departments may at any reasonable time, enter the premises of the Districts to examine pipes, hydrants, and any other fixtures, for the purpose of ascertaining the quantity and quality of water used and the manner of its use. Permission from the Districts should be requested prior to any inspections.

**SECTION 9. – ALLOWED USERS** Only sites within the established Districts, or approved Districts yet to be created, as set forth in Exhibit "A", or as they may be extended, and permitted users, as herein defined, shall be connected to the City's system under the authority of this Agreement.

**SECTION 10. – ADDITIONAL USERS (NEW USERS)**

(a) The Districts shall notify the City of any additional or new users being added within that district. Before any additional or new users are added to the Districts’ facilities, a permit must be obtained from the City’s Water department. This permit requirement is in addition to any permit required by the Town or the Districts for such connection.

(b) A permit fee of \$25.00 shall be charged for each service connection, regardless of the size of the service line.

(c) A connection fee shall also be charged based on the size of each water service line connecting each building or structure to the Districts water mains. Payment of the total fee (permit and connection) shall be payable to the City Comptroller of the City of Watertown. The connection fees and total fees shall be established as detailed below:

**PERMIT AND CONNECTION FEE SCHEDULE**

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
3/4”	100.00	25.00	125.00
1”	150.00	25.00	175.00
1-1/2”	225.00	25.00	250.00
2”	300.00	25.00	325.00
3”	450.00	25.00	475.00
4”	600.00	25.00	625.00
6”	900.00	25.00	925.00
8”	1,200.00	25.00	1,225.00
10”	1,500.00	25.00	1,525.00

(d) The City’s permitting authority is purely ministerial to assure its continuing ability to provide services consistent with the approved allocation set forth in Section 4 (a) and consistent with all pertinent federal and state regulations.

(e) Any unauthorized connection may, at the election of the City, result in the imposition of the contractual penalty set forth in Section 14.

(f) The Districts shall provide the City with a current list of users in each water district at the time of activation of service under this agreement. The lists must be updated annually by July 1st of each year thereafter, unless there have been no users added.

**SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES**

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) The City will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System; and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, which is directly connected to the City's Water Plant, bypassing the City's distribution system, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrator for the Districts, unless the City also offers such a lower rate to the Districts. This covenant shall not, and will not apply to any future large outside users that may connect directly to the City's Water Plant, bypassing the City's water distribution system.

(e) The City shall make a good faith effort to require all similar outside users to go through the same permitting process as the Districts for new connections.

(f) The City has sufficient facilities and source to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

## **SECTION 12. – TOWN REPRESENTATIONS AND WARRANTIES**

The Town represents and warrants that:

(a) The individual water districts have been, or will be properly formed and approved prior to receiving water from the City;

(b) It has full power and authority to execute and deliver this Agreement on behalf of the individual water districts and to perform its obligations hereunder;

(c) This Agreement constitutes a legal, valid and binding obligation of the Districts and is enforceable in accordance with its terms;

(d) The Town Districts shall immediately notify the City of any emergency or condition which may affect the quality of water in either party's system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;

(e) The Town Districts shall comply with any state or federal regulations regarding water quality and testing beyond the points of delivery and connection;

(f) The Town Districts shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure of any back flow device, or other justifiable cause.

**SECTION 13. – REPAIRS**

(a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the points of connection, except as set forth in Section 13 (b) and (c) below.

(b) The Districts shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving the Districts from the point of connection with the Town of Watertown Water District # 1's water distribution system as defined in paragraph (h) of Section 1.

(c) All other provisions of Section 13 notwithstanding, if any district engages in or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of the Districts' facilities or to the City's System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the Districts.

**SECTION 14. – PENALTIES** The breach by the Districts of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty payable to the City of \$100.00 per day or in the non-renewal of this Agreement, or both.

**SECTION 15. – ASSIGNMENT** The Districts may not assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

**SECTION 16. – TERMS TO BE EXCLUSIVE** This Agreement comprises the sole and entire understanding between the parties concerning the subject matter of water purchase.

**SECTION 17. – DELIVERY OF WATER** Notwithstanding any other provisions of this Agreement, this Agreement is expressly conditioned upon The Town of Hounsfield, as Administrator for the Districts, contracting with the Town of Watertown for the "wheeling" of water through Town of Watertown Water District #1.

**SECTION 18. – WAIVER AND MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

**SECTION 19. – NEW YORK STATE LAW APPLIES** This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

**SECTION 20. – SEVERABILITY** All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

**SECTION 21. – NOTICES** Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder, or actually delivered.

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<u>Party</u>	<u>Address</u>
City of Watertown	City Manager 245 Washington Street, Suite 302 Watertown, New York 13601
Town of Hounsfield Water Districts 2, 5, & 6	Supervisor, Town of Hounsfield 18774 County Route 66 Watertown, New York 13601

**SECTION 22. – HEADINGS AND CONSTRUCTION** The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

**SECTION 23. – NUMBER AND GENDER** Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

**SECTION 24. – EXHIBITS** Exhibits “A”, “B”, and “C” are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first set forth above.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Jeffrey E. Graham, Mayor

TOWN OF HOUNSFIELD, AS ADMINISTRATOR  
FOR WATER DISTRICT NO. 2

By: \_\_\_\_\_  
Timothy Scee, Supervisor

TOWN OF HOUNSFIELD, AS ADMINISTRATOR  
FOR WATER DISTRICT NO. 5

By: \_\_\_\_\_  
Timothy Scee, Supervisor

TOWN OF HOUNSFIELD, AS ADMINISTRATOR  
FOR WATER DISTRICT NO. 6

By: \_\_\_\_\_  
Timothy Scee, Supervisor

**ACKNOWLEDGEMENTS**

STATE OF NEW YORK

§§:

COUNTY OF JEFFERSON

On this \_\_\_\_ day of \_\_\_\_\_, 2011 before me personally came Jeffrey E. Graham, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Mayor of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said City Council.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

§§:

COUNTY OF JEFFERSON

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally came Timothy Scee, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is Supervisor of the Town of Hounsfield, the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town Board of the Town of Hounsfield.

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

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Location Maps of the Town of Hounsfield Water Districts # 2, 5, and 6, on file in the offices of the Town and also in the office of the City of Watertown Water Department shall be considered to be part of this Agreement as if they were attached, hereto.

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## **EXHIBIT “B”**

### **POINTS OF CONNECTION**

#### **Town of Watertown Water District #1**

##### **Coffeen Street**

The point of connection between the Town of Watertown Water District # 1’s water line on Coffeen Street and the City of Watertown’s water distribution system shall be the first joint in the 10” water line easterly from the District’s meter pit on Coffeen Street.

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##### **Arsenal Street**

The point of connection between the Town of Watertown Water District # 1’s water line on Arsenal Street and the City of Watertown’s water distribution system shall be the first joint in the 8” water line easterly from the Town of Watertown Water District’s meter pit on Arsenal Street.

#### **Town of Hounsfield Water Districts #2, 5, and 6**

##### **NYS Route 3 - Arsenal Street Road**

The point of connection between the Town of Watertown Water District # 1’s water line on NYS Route 3 (Arsenal Street Road) and the Town of Hounsfield’s water distribution system shall be the meter pit in the 8” water line near the boundary of the Town of Watertown and the Town of Hounsfield.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the new point of connection.

**EXHIBIT "C"**

**ALLOCATION**

District # 2    25,000 gallons per day (average)                      50,000 gallons per day (maximum)

District # 5    40,000 gallons per day (average)                      80,000 gallons per day (maximum)

District # 6    35,000 gallons per day (average)                      70,000 gallons per day (maximum)

**The Combined Average Day Allocation** under this Agreement  
for the Town of Hounsfield Water Districts #2, # 5, and # 6 is:    **100,000 gallons per day**

**The Combined Total Maximum Day Allocation** under this Agreement  
for the Town of Hounsfield Water Districts #2, # 5, and # 6 is:    **200,000 gallons per day**

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, Assistant City Manager

Subject: Approving Lease Agreement, 250-270 State Street,  
State Street Parking Lot

On October 22, 2001, the City of Watertown entered into a Lease Agreement with Wilson Rusho and Terry MacAdam for the property located at 250-270 State Street. Attached for City Council consideration is a resolution calling for the approval of another Lease Agreement for this property located on State Street. This lease will allow the City to continue to provide public parking in a lot the City constructed on this property ten years ago.

Under the terms of this Agreement, the City of Watertown will lease the property for five years, the lease payments are listed in Schedule "B" of the Agreement. In addition to the lease payment, the City will pay the real property taxes on the parcel, currently \$1,274, designate ten (10) parking spaces for exclusive use by the Lessor's tenants in adjacent properties, and reserve an area for Lessor's use of a dumpster. Under the terms of this Agreement, the Lessor has the right to terminate the lease upon ninety (90) days written notice.

# RESOLUTION

Page 1 of 1

Approving Lease Agreement, 250-270  
State Street, State Street Parking Lot

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

YEA	NAY

***Introduced by***

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WHEREAS ten years ago, the City of Watertown entered into a Lease Agreement for the development of a public parking lot at 250-270 State Street, and

WHEREAS this parking lot is highly utilized by business and residents of lower State Street, and

WHEREAS the City continues to desire to lease 250-270 State Street for use as a public parking lot,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Lease Agreement for 250-270 State Street, a copy of which is attached and made a part of said resolution, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes and directs City Manager Mary M. Corriveau to execute the Lease Agreement on behalf of the City of Watertown.

**Seconded by**

## LEASE AGREEMENT

This Lease Agreement is being made and is intended to be effect as of October 22, 2011 between and among Wilson Rusho, 14 West Church Street, Adams, New York 13605 and Terry MacAdam, 22992 Spring Valley Drive, Watertown, New York 13601, collectively known as ("Lessor"), and the City of Watertown, New York ("Tenant"), with its principal offices located at 245 Washington Street, Watertown, New York 13601.

### INTRODUCTION

WHEREAS, Lessor owns real property located on lower State Street in the City of Watertown, New York, particularly known as 250-270 State Street, Tax Parcel No. 12-01-119 ("the Premises"); and

WHEREAS, Tenant desires to lease the Premises from Lessor and Lessor is willing to lease the same to Tenant upon the terms and conditions of this Lease; and

WHEREAS, Tenant desires to continue to provide a public parking lot in the City upon the Premises;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated in this Lease Agreement, Lessor and Tenant agree as follows:

### AGREEMENT

#### Section 1. Term of Lease

- 1.1 The term of this Lease shall be for the period from October 22, 2011 through October 21, 2016.

#### Section 2. Premises

- 2.1 Lessor leases to Tenant and Tenant leases from Lessor the Premises known as Tax Parcel No. 12-01-119 in the City of Watertown, being an automobile parking lot located on the south side of lower State Street, in the City of Watertown, New York, with an address of 250-270 State Street, Watertown, New York 13601. A survey and metes and bounds description of the Premises is attached as Schedule "A."
- 2.2 With the exception of the rights reserved to the Lessor under this Lease Agreement, Lessor grants Tenant exclusive rights to use the Premises as a public parking lot in its sole control and discretion and represents that no other person, partnership, firm, corporation or other entity shall be granted conflicting rights, licenses or privileges in the Premises.

### Section 3. Rent

- 3.1 For the term of this Lease, Tenant shall pay Lessor the annual rental amount set forth in Schedule "B," payable in advance by the 15<sup>th</sup> of September of the previous year.
- 3.2 In addition to the sum set forth above, Tenant shall pay to Lessor, as additional rent, Lessor's real property taxes for the Premises. All additional rent shall be paid within ten (10) business days of Tenant's receipt of a copy of Lessor's tax bills from Lessor. Tenant shall pay those taxes directly to the taxing entity, and provide proof of payment to Lessor. Tenant shall not be responsible for payment of interest or penalties if Lessor does not provide Tenant with at least ten (10) business days to pay those taxes before such charges are statutorily imposed.
- 3.3 In further consideration for this Lease, Lessor shall have the right to designate up to ten (10) parking spaces on the premises for exclusive use by Lessor's tenants in adjacent properties. Tenant shall not, however, be obligated to enforce, in any way, Lessor's use or designation of those parking spaces.

### Section 4. Lessor's Use of Premises

- 4.1 Lessor shall reserve an area for use of a dumpster on the Premises, and for such access as is necessary to empty and replace the dumpster. The location of the dumpster may be reasonably changed by Lessor to accommodate the change of seasons.

### Section 5. Indemnification

- 5.1 Tenant hereby indemnifies and holds Lessor harmless from and against any and all liability for claims or injuries to persons or property caused or contributed to by Tenant, its agents and/or employees. This indemnification shall survive the termination or expiration of the term of this Lease.
- 5.2 Lessor hereby indemnifies and holds Tenant harmless from and against and from any and all liability for claims or injuries to persons or property caused or contributed to by Lessor, its agents and/or employees. This indemnification shall survive the termination or expiration of the term of this Lease.

### Section 6. Repairs and Maintenance

- 6.1 For the term of this Lease, Tenant shall maintain the Premises, and repair the Premises, in all respects consistent with generally accepted practices for parking lots of similar size and character. Tenant shall keep in good repair the Premises, including, but not limited to, its normal paving, and striping. Tenant's obligations shall include any and all repairs

from the north side of the curb to the south side of the Premises, including sidewalk repair.

Section 7. Assignability

- 7.1 This Lease shall not be assigned by Tenant without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may, however, convey the Premises to another, subject to the terms and conditions of this Lease Agreement.

Section 8. Termination

- 8.1 Lessor shall have the right to terminate this Lease upon ninety (90) days' written notice in the event of a default by Tenant in the performance of any of the terms and conditions of this Lease, including any default in payment of rent or additional rent. Prior to termination for default, Tenant must be given an opportunity to "cure" any defaults within sixty (60) days of the notice received from Lessor. Such right to "cure" is in addition to any of the other remedies available to Tenant.
- 8.2 In the event of a sale of the Premises by Lessor, or the Successor Lessor, Lessor may terminate the Lease upon ninety (90) days' written notice, but only upon payment by Lessor to Tenant of prorated annual lease payment.
- 8.3 If payment of the prorated annual lease payment is not made on or before the termination date, then the term of the Lease shall be extended until payment is received. The formula for determining the prorated portion shall, in each instance, utilize the actual termination date for calculating the number of days remaining in the Lease year.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date stated herein.

TENANT: The City of Watertown, New York

\_\_\_\_\_  
Mary M. Corriveau

LESSOR:

\_\_\_\_\_  
Terry MacAdam

\_\_\_\_\_  
Wilson Rusho

## SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Watertown, County of Jefferson and State of New York and further described as follows:

BEGINNING at a chisel mark set in the southerly street margin of State Street, said point of beginning is situate S.  $60^{\circ} 10'$  E. a distance of 32.00 feet from the intersection of the southerly street margin of State Street and the easterly street margin of Armstrong Place; thence S.  $60^{\circ} 10'$  E. along the southerly street margin of State Street a distance of 141.62 feet to a chisel mark set; thence S.  $27^{\circ} 25'$  W. a distance of 170.64 feet to an iron pipe set; thence N.  $63^{\circ} 25'$  W. a distance 94.00 feet to an iron pipe set; thence S.  $55^{\circ} 05'$  W. a distance of 30.56 feet to an iron pipe set; thence N.  $53^{\circ} 25'$  W. a distance of 31.67 feet to an iron pipe set; thence N.  $26^{\circ} 50'$  E. a distance of 200.00 feet to the point of beginning, containing 0.59 acres of land more or less.

BEING THE SAME PREMISES conveyed by Marine Midland Bank (formerly Marine Midland Bank-Northern) to Michael A. Chiappone by deed dated August 10, 1978 and recorded in the Jefferson County Clerk's Office August 10, 1978 in Liber 892 of Deeds at Page 896.

## SCHEDULE "B"

Annual rent paid to Lessor by Tenant shall be as follows:

October 22, 2011 - October 21, 2012: \$2,500

October 22, 2012 - October 21, 2013: \$2,600

October 22, 2013 - October 21, 2014: \$2,700

October 22, 2014 - October 21, 2015: \$2,800

October 22, 2015 - October 21, 2016: \$2,900

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Res No. 10

October 12, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Finding That the Adoption of Local Law No. 3 of 2011 Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown Will Not Have a Significant Impact on the Environment

Within this agenda is Local Law No. 3 of 2011 which will amend the City Charter by re-describing the boundaries of the City. The City Council must approve the attached SEQRA resolution before voting on the Local Law. Part II, and Part III if necessary, of the Short Environmental Assessment Form need to be completed before voting on the resolution.

The resolution states that adoption of Local Law No. 3 of 2011 will not have a significant impact on the environment.

# RESOLUTION

Page 1 of 2

Finding That the Adoption of Local Law No. 3 of 2011 Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown Will Not Have a Significant Impact on the Environment

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS the City Council of the City of Watertown, New York, has before it Local Law No. 3 of 2011 which will amend the City Charter by re-describing the boundaries of the City, and

WHEREAS the City Council must evaluate all proposed actions in light of the State Environmental Quality Review Act (SEQRA) and the regulations promulgated pursuant thereto, and

WHEREAS the adoption of the proposed Local Law will constitute such an “Action,” and

WHEREAS the City Council has determined that the proposed Local Law is an “Unlisted Action” as that term is defined by 6NYCRR Section 617.2(ak), and

WHEREAS to aid the City Council in its determination as to whether the proposed Local Law will have a significant effect on the environment, Part I of a Short Environmental Assessment Form has been prepared, a copy of which is attached and made part of this resolution,

# RESOLUTION

Page 2 of 2

Finding That the Adoption of Local Law No. 3 of 2011 Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown Will Not Have a Significant Impact on the Environment

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

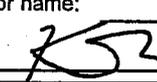
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparison of the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of Local Law No. 3 of 2011 will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute Part III of the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This resolution shall take effect immediately.

**Seconded by**

**Appendix C**  
**State Environmental Quality Review**  
**SHORT ENVIRONMENTAL ASSESSMENT FORM**  
**For UNLISTED ACTIONS Only**

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR <p style="text-align: center;">City of Watertown</p>	2. PROJECT NAME <p style="text-align: center;">Local Law No. 3 of 2011</p>
3. PROJECT LOCATION: Municipality <u>City of Watertown</u> County <u>Jefferson</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <p style="text-align: center;">Boundary Around Entire City</p>	
5. PROPOSED ACTION IS: <input type="checkbox"/> New    / <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <p style="text-align: center;">Local Law No. 3 of 2011 amends the City Charter by re-describing the City boundary to include annexed land.</p>	
7. AMOUNT OF LAND AFFECTED: Initially <u>28</u> acres      Ultimately <u>28</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>City of Watertown</u> Date: <u>10/12/11</u> Signature: <u></u> <u>PLANNING &amp; COMMUNITY DEVELOPMENT COORDINATOR</u>	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with is assessment**

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question d of part ii was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (If different from responsible officer)

Public Hearing – 7:30 p.m.

October 7, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Local Law No.3 of 2011, Amending the City  
Charter, Boundary Description Changes

The attached Local Law has been prepared for City Council consideration at the request of the City Engineer, Kurt Hauk. This Local Law amends the City Charter to include the Outer Washington Street property annexed into the City, and the Creekwood Development property that was annexed into the City in 2006.

Surveying of the properties and installation of new City monuments has been completed on the Washington Street property and is underway on the Creekwood Development property.

A Public Hearing on this Local Law has been or 7:30 pm on Monday, October 17, 2011. Prior to considering this Local Law the City Council will need to consider the SEQRA resolution.

Local Law No. 3 of 2011

A Local Law Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

*Introduced by*

Council Member Jeffrey M. Smith

BE IT ENACTED by the City Council of the City of Watertown that Section 2 of the City Charter shall be amended to read as follows:

§ 2. The territory within the following boundaries shall constitute the City of Watertown:

BEGINNING at a point on the southerly bank of the Black River on the prolongation of the centerline of Hunt Street (formerly called the Cold Creek crossroad), said point formerly described as being 49.50 feet from the water's edge of the Black River, and said point now located about 40 feet southerly from the southerly bank of the Black River at high water mark;

THENCE from said point of beginning, S13°27'49"W, along the prolongation of the centerline of Hunt Street, a distance of 37.52 feet to a city boundary monument found in the centerline of the present macadam surface of Hunt Street, and 15.5 feet southerly from the centerline of the present macadam surface of Huntington Street;

THENCE continuing S13°27'49"W, along the centerline of Hunt Street, a distance of 748.57 feet to a city boundary monument found marking an angle point in the said centerline, said monument being located on the westerly edge of the present macadam surface of Hunt street;

THENCE S10°48'43"E, along the centerline of Hunt Street, a distance of 306.53 feet to a city boundary monument found marking an angle point in the said centerline, said monument being located on the easterly edge of the present macadam surface of Hunt Street;

THENCE S13°49'11"W, along the centerline of Hunt Street, a distance of 1886.29 feet to a city boundary monument with brass disc marked "City Bndry Mon 1997", found; said monument being located 7.5 feet easterly from the centerline of the present macadam surface of Hunt Street, and 32.5 feet northerly from the centerline of the present macadam surface of State Street;

THENCE continuing S13°49'11"W, a distance of 33.18 feet to the intersection of the centerline

Local Law No. 3 of 2011

A Local Law Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total .....

of Hunt Street with the centerline of State Street;

THENCE S69°38'11"E, along the centerline of State Street, a distance of 113.41 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found at the intersection of the said centerline with the centerline of Gifford Street, said monument being located in the centerline of the present macadam surface of State Street, and 25 feet westerly from the centerline of the present macadam surface of Gifford Street;

THENCE S04°05'49"W, along the centerline of Gifford Street, a distance of 1116.22 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found and being located 0.8 feet westerly from the centerline of the present macadam surface of Gifford Street, and 48 feet southerly from the centerline of the present surface of Olmsted Drive;

THENCE S04°08'22"E, along the centerline of Gifford Street as it previously existed, a distance of 410.09 feet to a corner of the original city boundary as described in Section Two of Title One of Chapter Seven Hundred and Fourteen of the laws of Eighteen Hundred and Sixty Nine, said corner being marked by a P-K nail found 17.3 feet easterly from the centerline of the present macadam surface of Gifford Street, and 2.8 feet westerly from the face of curb on the east side of Gifford Street;

THENCE S65°53'28"W, along the original city boundary, a distance of 18.55 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found in the centerline of the present surface of Gifford Street;

THENCE continuing S65°53'28"W, an additional distance of 26.36 feet to a point on the westerly margin of Gifford Street as it existed in 1946, said point found on a gabion wall (1997), said point also being located N65°53'28"E, a distance of 26.36 feet from the same concrete monument with brass disc marked "City Bndry Mon 1997", mentioned in the last course;

THENCE from said point on the gabion wall, S06°26'13"E, along the westerly margin of Gifford Street, as it existed in 1946, a distance of 621.87 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found on the easterly boundary of the 148 acre parcel of land conveyed to the City of Watertown, New York by Catherine Boyer et al by Deed dated June 24, 1946 and recorded in the Jefferson County Clerk's Office on December 3, 1946 in Book 471 of Deeds at page 362, said monument being located 24.5 feet westerly from the centerline of the

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YEA	NAY

Total .....

present macadam surface of Gifford Street;

THENCE S18°32'47"W, along the easterly boundary of the said 148 acre parcel, a distance of 856.74 feet to a concrete monument with brass disc marked "City Bndry Mon 1997", said monument found marking the southeasterly corner of said 148 acre parcel, said monument being located 6 feet northerly from the northerly end of a macadam driveway on the northerly side of Crane Lane, said driveway being located about 390 feet westerly from the center of Gifford Street;

THENCE N79°51'54"W, along the southerly boundary of the said 148 acre parcel, a distance of 355.04 feet to a concrete monument with brass disc marked "City Bndry Mon 1997", said monument being found at the northeasterly intersection of two ATV trails;

THENCE continuing N79°51'54"W, along the said southerly boundary, a distance of 21.00 feet to a 2" steel fence post found in concrete marking an angle point in the said boundary;

THENCE S54°31'54"W, along the southeasterly boundary of the said 148 acre parcel, a distance of 731.30 feet to a concrete monument marked DPP found marking an angle point in the said southeasterly boundary, said monument being located southeasterly about 120 feet from the south end of the men's white tee on the 10<sup>th</sup> hole of the Watertown Golf Course;

THENCE S42°57'32"W, along the said southeasterly boundary, a distance of 659.74 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found in the remains of an old barbed wire fence line and stone row, marking the southeast corner of the said 148 acre parcel, said monument being located southerly about 230 feet from the center of the 7th green of the Watertown Golf Course;

THENCE N73°40'29"W, along the southerly boundary of the said 148 acre parcel, a distance of 1253.51 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found marking the southwest corner of the said 148 acre parcel, said monument being located about 50 feet easterly from the 6<sup>th</sup> green on the Watertown Golf Course;

THENCE N03°06'46"E, along the west boundary of the said 148 acre parcel, a distance of 14.00 feet to a concrete monument found marked DPP, said monument also being easterly of the 6<sup>th</sup> green on the Watertown Golf Course;

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 Total .....

YEA	NAY

THENCE continuing N03°06'46"E, along the said west boundary, a distance of 659.74 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found on the original city boundary, said monument being located about 50 feet southeasterly from the 16<sup>th</sup> green on the Watertown Golf Course;

THENCE S65°53'28"W, along the original city boundary, a distance of 2344.60 feet to a stone monument found on the easterly edge of Gotham Street, said monument being located 22 feet southerly from the centerline of the present macadam surface of Gotham Street, and about 1600 feet southeasterly from the entrance to the City of Watertown Thompson Park;

THENCE continuing S65°53'28"W, along the original city boundary, a distance of 4331.29 feet to a concrete monument with brass disc marked "CITY BNDRY MON 2011" set at the most northeasterly corner of the Samaritan Medical Annexation of 2011;

THENCE S00°33'57"E along the new (2011) city boundary to a concrete monument with brass disc marked "CITY BNDRY MON 2011" set at the most southeasterly corner of the Samaritan Medical Annexation of 2011;

THENCE S89°26'03"W along the new (2011) city boundary, a distance of 676.79 feet to a concrete monument with brass disc marked "CITY BNDRY MON 2011" set at the most southwesterly corner of the Samaritan Medical Annexation of 2011; said monument also on the original city boundary;

THENCE S65°53'28"W, along the original city boundary, a distance of 887.45 feet to a city boundary monument found on the westerly edge of the sidewalk on the easterly side of Washington Street, said monument being located about 29 feet easterly from the centerline of the present macadam surface of Washington Street;

THENCE continuing S65°53'28"W, a distance of 2.72 feet to a point;

THENCE N57°25'30"W, a distance of 4389.11 feet to a point on a city boundary monument found 11.5 feet northerly from the centerline of the present macadam surface of Holcomb Street, said point being located 0.08 feet southwesterly from the center of the said monument, and said monument being located about 2100 feet southwesterly from the center of Barben Avenue;

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 Total .....

YEA	NAY

THENCE continuing N57°25'30"W, a distance of 1465.11 feet to a point on a city boundary monument found 22 feet south from the centerline of the present macadam surface of Ives Street, at House No. 1409, said point being located 0.02 feet northeasterly from the center of the said monument;

THENCE continuing N57°25'30"W, a distance of 2794.45 feet to a city boundary monument found 6 feet southerly from the centerline of the present macadam surface of Massey Street, and about 50 feet westerly from Conrail Drive;

THENCE continuing N57°25'30"W, a distance of 1981.74 feet to a point in a swamp about 250 feet easterly from the Interstate Route 81 right-of-way;

THENCE N03°38'29"E, a distance of 60.00 feet to a found concrete monument with brass disc marked "City Bndry Mon 1997" found in a thorn apple thicket 124 feet easterly from a point in the easterly right-of-way fence of Interstate Route 81, and said point in the right-of-way fence being located southerly a distance of 165 feet from a sign that reads "Lodging Exit 45", and said monument being located S13°09'23"E, a distance of 512.99 feet from a concrete monument with brass disc marked "City Ref. Mon 1997", said reference monument being located 14.5 feet easterly from the easterly edge of the easterly shoulder of Interstate Route 81 opposite mile marker "152", said reference monument also being located 316 feet northerly from the aforementioned "Lodging Exit 45" sign;

THENCE continuing N03°38'29"E, a distance of 3966.43 feet to a city boundary monument found on the southerly edge of Arsenal Street at the Interstate Route 81 Exit 45 northbound exit ramp, said monument being located 8.5 feet easterly from the centerline of the present macadam surface of the said off ramp, and 31 feet southerly from the centerline of the present surface of Arsenal Street;

THENCE N12°34'29"E, a distance of 144.36 feet to a point in the easterly highway limits of Interstate Route 81 in the division line between the City of Watertown to the east and the Town of Watertown to the west, said point also being located a direct tie of N15°18'19"W, a distance of 6.06 feet from a 1/2" iron pipe found at the intersection of the easterly highway limits of Interstate Route 81 and the northerly street margin of Arsenal Street; said point marking the southwest corner of lands annexed to the City of Watertown by Local Law No. 5 of 2005; (VISION DEVELOPMENT)

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Total .....

YEA	NAY

THENCE N15°18'19"W, along said highway limits a distance of 273.93 feet to a concrete highway monument found;

THENCE N00°03'08"W, along said highway limits passing through an iron pipe found at 9.75 feet and continuing a total distance of 580.64 feet to a concrete highway monument found;

THENCE in a generally northeasterly direction along said highway limits and along a curve to the right at a radius of 6850.0 feet, passing through an iron pipe found at 1338.92 feet, and continuing a total distance of 1810.96 feet to a point, said point being situate a direct tie of N07°35'11"E, and a direct tie distance of 1805.69 feet from the last mentioned concrete highway monument;

THENCE S82°22'08"E, a distance of 413.58 feet to a point in the division line between the City of Watertown to the east and the Town of Watertown to the west; said point marking the northeast corner of lands annexed to the City of Watertown by Local Law No. 5 of 2005; (VISION DEVELOPMENT)

THENCE N12°34'29"E, along the existing division line between the City of Watertown to the east and the Town of Watertown to the west, a distance of 842.30 feet to a point; said point marking the southeast corner of lands annexed to the City of Watertown by Local Law No. 1 of 1998; (TOPED DEVELOPMENT)

THENCE N67°05'36"W, along the division line between TOPED DEVELOPMENT on the north and SHERWOOD MEDICAL COMPANY on the south, a distance of 309.75 feet to a concrete highway monument found in the easterly highway limits of Interstate Route 81;

THENCE in a generally northeasterly direction along said highway limits and along a curve to the right at a radius of 6850.0 feet, a distance of 580.17 feet to a concrete highway monument found, said monument being found a direct tie of N25°24'04"E and a direct tie distance of 580.00 feet from the last mentioned highway monument;

THENCE N53°14'19"E, along said highway limits, a distance of 58.85 feet to an iron pipe found;

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Total .....

YEA	NAY

THENCE S71°48'41"E, along the division line between TOPED DEVELOPMENT on the south and CRACKER BARREL RESTAURANT on the north, a distance of 138.28 feet to a point in the division line between the City of Watertown to the east and the Town of Watertown to the west; said point marking the northeast corner of lands annexed to the City of Watertown by Local Law No. 1 of 1998; (TOPED DEVELOPMENT)

THENCE N12°34'29"E, along the division line between the City of Watertown to the east and the Town of Watertown to the west, a distance of 484.29 feet to a concrete monument with brass disc marked "City Bndry Mon 1997" found on the southerly side of Coffeen Street, 12 feet from the south edge of the shoulder of Coffeen Street, and about 100 feet westerly from the Interstate Route 81 Exit 46 northbound exit ramp;

THENCE N68°35'50"E along the division line between the City of Watertown on the southeast and the Town of Watertown on the northwest, a distance of 687.15 feet to a point in the southeasterly highway margin of Interstate Route 81; said point marking the southwesterly corner of lands annexed to the City of Watertown by Local Law No. 1 of 2005; (81 FRONT ST. DEVELOPMENT)

THENCE N15°44'27"E along the southeasterly highway margin of Interstate Route 81, a distance of 110.75 feet to an iron pipe found;

THENCE N17°04'39"W along the southeasterly highway margin of Interstate Route 81, a distance of 421.59 feet to an iron pipe found;

THENCE in a generally northeasterly direction along said highway margin and along a curve to the right at a radius of 6850.0 feet, passing through a concrete highway monument at a distance of 660.60 feet, (said monument being located 1 foot easterly from the highway right-of-way fence line and about 500 feet southerly from mile marker "154"), and continuing a total distance of 1731.81 feet to a concrete highway monument found, said monument being found a direct tie of N47°30'19"E, and a direct tie distance of 1727.20 feet from the last mentioned iron pipe; said monument also being located 1 foot westerly of the highway right-of-way fence line at the "Exit 47 ¼ Mile" sign;

THENCE N54°46'11"E, along the southeast margin of Interstate Route 81, a distance of 944.34 feet to a concrete highway monument found on the southeasterly margin of Interstate Route 81,

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YEA	NAY

Total .....

said monument being located 4 feet southerly from the end of the said highway fence line, and about 46 feet southerly from the southerly bank of the Black River at high water mark;

THENCE continuing N54°46'11"E, along the southeasterly margin of Interstate Route 81, a distance of 30.30 feet to a concrete monument with brass disc marked "City Bndry Mon 1997", said monument being located about 16 feet southerly from the southerly bank of the Black River at high water mark;

THENCE continuing N54°46'11"E, along the southeast margin of Interstate Route 81, a distance of 145.37 feet to a point in the center of the Black River;

THENCE in a generally southeasterly direction, upriver along the centerline thread of the Black River, a distance of about 1490 feet to a point on the original city boundary, said point being located a direct tie of S37°23'21"E, and a direct tie distance of 1454.14 feet from the last mentioned point;

THENCE N68°35'50"E, along the original city boundary, a distance of 475.73 feet to a point in the southbound lane of New York State Route 12E, (Main St. W), said point being located S21°24'10"E, a distance of 2.30 feet from a found city boundary monument, said monument being located about 1600 feet south from Interstate Route 81;

THENCE continuing N68°35'50"E, along the original city boundary, a distance of 3177.40 feet to an 8" square stone monument found at the westerly edge of the present macadam surface of Bradley Street (1997), said stone monument also found about 185 feet westerly from the centerline of railroad tracks crossing Bradley Street;

THENCE S67°52'26"E, along the division line between the City of Watertown on the south, and the Town of Pamelaia on the north, a distance of 3110.86 feet to a point in LeRay Street, said point being located S22°07'34"W, a distance of 0.79 feet from a found city boundary monument, said monument being located near the intersection of Damon Drive, and 33 feet northerly of the "City of Watertown" sign;

THENCE continuing S67°52'26"E, along the division line between the City of Watertown on the south and the Town of Pamelaia on the north, a distance of 339.23 feet to a 5/8" rebar in concrete found in the easterly street margin of Mill Street, the highway limits of U.S. Route 11 and the boundary line between the City of Watertown on the south and the Town of Pamelaia on the

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 Total .....

YEA	NAY

north; said rebar marking the southwesterly corner of lands annexed to the City of Watertown by Local Law No. 13 of 2005; (BROOKLINE DEVELOPMENT)

THENCE S86°56'30"E, a distance of 37.00 feet to an iron pipe found in the easterly highway limits of U.S. Route 11;

THENCE in a generally northeasterly direction, along the easterly highway margin of U.S. Route 11 and along a curve to the right at a radius of 3494.4 feet, a distance of 73.34 feet to a ½" iron pipe with cap found, said iron pipe being situate a direct tie of N05°36'23"E, and a direct tie distance of 73.34 feet from the last mentioned pipe;

THENCE S85°03'36"E, a distance of 150.00 feet to a ½" iron pipe with cap found;

THENCE N04°56'26"E, a distance of 200.00 feet to an iron pipe found;

THENCE S85°03'38"E, a distance of 267.88 feet to a point;

THENCE N10°17'34"E, a distance of 142.13 feet to a point;

THENCE N87°07'54"E, a distance of 191.51 feet to a point;

THENCE N72°00'04"E, a distance of 61.25 feet to a point;

THENCE S80°47'50"E, a distance of 824.27 feet to a point;

THENCE N87°48'16"E a distance of 31.48 feet to a point;

THENCE in a generally southeasterly direction, 40 feet westerly thereof and parallel to the westerly margin of Plaza Drive as the margin curves to the left at a radius of 789.20 feet, a distance of 275.30 feet to a point, said point being situate a direct tie of S12°11'20"E, and a direct tie distance of 273.91 feet from the last mentioned point;

THENCE S03°00'18"W, passing through a ½" iron pipe with cap found at 92.61 feet and continuing a total distance of 182.57 feet to a ½" iron pipe with cap found;

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Total .....

YEA	NAY

THENCE S86°58'11"E, a distance of 173.39 feet to an iron pipe with cap found in the westerly margin of Plaza Drive;

THENCE in a generally southeasterly direction, along the westerly margin of Plaza Drive as it curves to the left at a radius of 749.20 feet, a distance of 86.38 feet to a ½" iron pipe with cap found in the westerly street margin of Plaza Drive, said iron pipe being situate a direct tie of S44°05'40"E, and a direct tie distance of 86.33 feet from the last mentioned pipe;

THENCE S05°19'31"W, a distance of 498.20 feet to a ½" iron pipe with cap found in the boundary line between the City of Watertown on the south and the Town of Pamela on the north; said pipe also marking the southeasterly corner of lands annexed to the City of Watertown by Local Law No. 13 of 2005; (BROOKLINE DEVELOPMENT)

THENCE S67°52'26"E, a distance of 3852.12 feet to a city boundary monument found in the centerline of the present macadam surface of Pearl Street; said monument situated about 870 feet easterly of Fassett Street;

THENCE continuing S67°52'26"E, along the boundary line between the City of Watertown on the south and the Town of Pamela on the north, passing through a city boundary reference monument found at a distance of 2368.88 feet, and continuing a total distance of 2482.04 feet to a point, said point being the westerly corner of "Parcel B", lands annexed to the City of Watertown by Local Law No. 2 of 1998, and amended by Local Law No. 1 of 1999;

THENCE N56°08'28"E, a distance of 447.57 feet to a city boundary monument found at the northerly corner of "Parcel B";

THENCE S06°40'46"E, a distance of 423.38 feet to a point in the boundary line between the City of Watertown on the south and the Town of Pamela on the north; said point being the southerly corner of "Parcel B";

THENCE S67°52'26"E, passing through a city boundary reference monument found at 114.48 feet and continuing a total distance of 618.82 feet to a city boundary monument found with brass disc marked "City Bndry Mon 1997", said monument being located on the southerly side of gravel stock piles of "Benchmark Industries" (1997); said monument also located about 39 feet northerly from the center of an old abandoned railroad bed; said monument also located about 350 feet northerly from the centerline of Water Street, directly behind the I.B.E.W. Local Union

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 Total .....

YEA	NAY

910;

THENCE S05°37'26"W, along the boundary line between the City of Watertown on the west and the Town of Pamelaia on the east, a distance of 1624.82 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the westerly street margin of the (old) Eastern Boulevard (66' wide R.O.W.), said monument being the northerly corner of "Parcel C", land annexed to the City of Watertown by Local Law No. 1 of 1999;

THENCE continuing along the boundary line between the City of Watertown on the west and the Town of Pamelaia on the east, in a generally southwesterly direction, along the westerly margin of Eastern Boulevard and along a curve to the right at a radius of 604.00 feet, a distance of 146.35 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the westerly street margin of Eastern Boulevard (66' wide R.O.W.), said monument being situate a direct tie of S05°37'26"W, and a direct tie distance of 145.99 feet from the last mentioned point, said monument being the southerly corner of "Parcel C";

THENCE continuing S05°37'26"W, along the boundary line between the City of Watertown on the west and the Town of Pamelaia on the east, a distance of 488.97 feet to a point, said point being located N05°37'26"E along the old city boundary, a distance of 48.88 feet from a city boundary monument also known as gps monument number 140, said point being the most northwesterly corner of "Parcel A", lands annexed to the City of Watertown by Local Law No. 2 of 1998, and amended by Local Law No. 1 of 1999;

THENCE along the boundary line between the City of Watertown on the southeast and the Town of Pamelaia on the northwest in a generally northeasterly direction, along the southerly highway limits of N.Y.S. Route 3 and along a curve to the left at a radius of 1994.86 feet, a distance of 154.12 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the southerly highway limits of N.Y.S. Route 3, said monument being situate a direct tie of N36°59'42"E, and a direct tie distance of 154.08 feet from the last mentioned point, said monument being a corner of "Parcel A";

THENCE N32°14'20"E, along the boundary line between the City of Watertown on the southeast and the Town of Pamelaia on the northwest, a distance of 421.39 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the southerly highway limits of N.Y.S. Route 3, said monument being a corner of "Parcel A";

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 Total .....

YEA	NAY

THENCE N29°51'28"E, along the boundary line between the City of Watertown on the southeast and the Town of Pamela on the northwest, a distance of 466.11 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the southerly highway limits of N.Y.S. Route 3, said monument marking a corner of "Parcel A", said monument also marking a corner of a parcel of land conveyed by Florence L. Salsbury to Jefferson County Society for the Prevention of Cruelty to Animals, Inc., recorded in the Jefferson County Clerk's Office on December 18, 1957 in Liber 655 of deeds at Page 303;

THENCE N76°18'27"E, along the boundary line between the City of Watertown on the south and the Town of Pamela on the north, a distance of 637.83 feet to a concrete monument found, said monument marking a corner of "Parcel A", said monument also marking a corner of the parcel of land mentioned in the last course;

THENCE N06°23'15"W, along the boundary line between the City of Watertown on the east and the Town of Pamela on the west, a distance of 769.16 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the southerly highway limits of N.Y.S. Route 3, said monument marking a corner of "Parcel A", said monument also marking a corner of a parcel of land mentioned in the last course;

THENCE along the boundary line between the City of Watertown on the southeast and the Town of Pamela on the northwest in a generally northeasterly direction, along the southerly highway limits of N.Y.S. Route 3 and along a curve to the right at a radius of 1855.49 feet, a distance of 751.06 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the southerly highway limits of N.Y.S. Route 3, said monument being situate a direct tie of N46°31'54"E, and a direct tie distance of 745.95 feet from the last mentioned monument, said monument marking a corner of "Parcel A";

THENCE N47°39'33"E, along the boundary line between the City of Watertown on the southeast and the Town of Pamela on the northwest in a generally northeasterly direction, a distance of 178.00 feet to a city boundary monument found with brass disc marked "CB PAM 1998" in the southerly highway limits of N.Y.S. Route 3, said monument marking a corner of "Parcel A";

THENCE N60°28'18"E, along the boundary line between the City of Watertown on the southeast and the Town of Pamela on the northwest in a generally northeasterly direction, a distance of 1149.12 feet to a city boundary monument found with brass disc marked "CB PAM

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Total .....

YEA	NAY

1998” in the southerly highway limits of N.Y.S. Route 3, said monument marking a corner of “Parcel A”;

THENCE in a generally northeasterly direction along the southerly highway limits of New York State Route 3, and said boundary line, along a curve to the right at a radius of 3893.34 feet, a distance of 495.23 feet to a city boundary monument found with brass disc marked “CB PAM 1998”, said monument being situate a direct tie of N64°06’57”E, and a direct tie distance of 494.90 feet from the last mentioned monument, said monument marking a corner of “Parcel A”;

THENCE S14°01’00”E, along the division line between the Town of Pamela to the east and the City of Watertown to the west, a distance of 157.29 feet to a point, said point marking a corner of “Parcel A”;

THENCE N69°29’00”E, along the division line between the Town of Pamela to the north and the City of Watertown to the south, a distance of 99.00 feet to a point, said point marking a corner of “Parcel A”;

THENCE S14°01’00”E, along the division line between the Town of Pamela to the east and the City of Watertown to the west, a distance of 52.80 feet to a ½” iron pipe with cap found, said iron pipe marking a corner of “Parcel A”;

THENCE N67°59’00”E, along the division line between the Town of Pamela to the north and the City of Watertown to the south, passing through a ¾” iron pipe found at 235.34 feet and continuing a total distance of 440.22 feet to a point, said point marking a corner of “Parcel A”;

THENCE N82°44’00”E, along said division line, a distance of 145.70 feet to a city boundary monument found with brass disc marked “CB PAM 1998”, said monument being in the division line between the Town of Pamela to the northwest, and the Town of LeRay to the east, and the City of Watertown to the southwest, said monument marking the most northeasterly corner of “Parcel A”;

THENCE S05°48’46”E, along the division line between the Town of LeRay to the east and the City of Watertown to the west, a distance of 195.81 feet to a point in the centerline thread of the Black River, said point marking a corner of “Parcel A”;

THENCE in a generally southeasterly, southerly, southwesterly, westerly, and northwesterly

Local Law No. 3 of 2011

A Local Law Amending Section 2 of the Watertown City Charter Re-Describing the Boundaries of the City of Watertown

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member MACALUSO, Teresa R.
- Council Member SMITH, Jeffrey M.
- Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

direction, downriver, along the centerline thread of the Black River and the division line between the Town of LeRay to the northeast, the City of Watertown to the west and the Town of Watertown to the southeast, to a point, said point being in the division line between the Town of Watertown and the City of Watertown to the west, being situate a direct tie of S26°27'41"W, and a direct tie distance of 2371.56 feet from the last mentioned point, said point marking a corner of "Parcel A";

THENCE S00°15'34"E, a distance of 195.19 feet to a ½" iron pipe found; said iron pipe being situate 21 feet southerly from the southerly bank of the Black River at high water mark;

THENCE continuing S00°15'34"E, a distance of 102.23 feet to a ½" iron pipe found;

THENCE S80°41'27"W, a distance of 227.04 feet to a ½" iron pipe found;

THENCE S38°59'26"W, a distance of 159.00 feet to a point;

THENCE N64°45'34"W, a distance of 25.00 feet to a point;

THENCE S40°08'46"W, a distance of 530.64 feet to a ½" iron pipe found;

THENCE S28°01'50"E, a distance of 206.89 feet to a ½" iron pipe found;

THENCE S70°47'00"W, a distance of 88.70 feet to a ½" iron pipe found;

THENCE S64°16'42"W, a distance of 137.28 feet to a ½" iron pipe found;

THENCE N30°05'57"W, a distance of 16.50 feet to a ½" iron pipe found;

THENCE S60°56'32"W, a distance of 62.50 feet to a ½" iron pipe found;

THENCE S28°10'32"E, a distance of 7.19 feet to a ½" iron pipe found;

THENCE S61°49'33"W, a distance of 84.55 feet to a ½" iron pipe found;

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- Council Member MACALUSO, Teresa R.
- Council Member SMITH, Jeffrey M.
- Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

THENCE S26°10'25"E, a distance of 23.36 feet to a point;

THENCE S60°15'28"W, distance of 231.90 feet to a point;

THENCE S26°52'37"E, a distance of 95.25 feet to a ½" iron pipe found in the northerly assumed margin of Ridge Road (Huntington Street);

THENCE in a generally southwesterly direction, along the northerly assumed margin of Ridge Road (Huntington Street), a distance of 1351.7 feet to a ½" iron pipe found; said iron pipe situate a direct tie of S59°11'04"W, and a direct tie distance of 1348.74 feet;

THENCE N16°56'50"W, a distance of 66.70 to a ½" iron pipe found;

THENCE continuing N16°56'50"W, a distance of 29.98 feet to a point on the shore of the Black River at high water mark;

THENCE in a generally southwesterly direction along the shoreline of the Black River as it winds and turns, a distance of 66.70 feet to a point on the shoreline at high water mark, said point being located a direct tie of S76°20'59"W, and a direct tie distance of 66.36 feet from the last mentioned point;

THENCE S16°55'50"E, a distance of 30.05 feet to a ½" iron pipe found;

THENCE continuing S16°55'50"E, a distance of 68.84 feet to a ½" iron pipe found in the northerly assumed margin of Ridge Road (Huntington Street);

THENCE in a generally northeasterly direction along the northerly assumed margin of Ridge Road (Huntington Street), a distance of 180.60 feet to a point in the centerline of Cold Creek, said point being located a direct tie of S88°30'09"W, and a direct tie distance of 178.06 feet from the last mentioned point;

THENCE in a generally northeasterly direction along the center of Cold Creek, a distance of 100.2 feet to a point in the shoreline of the Black River at high water mark, said point being located a direct tie of N17°22'36"E, and a direct tie distance of 98.13 feet from the last mentioned point;

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Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total .....

THENCE in a generally northwesterly direction along the shoreline of the Black River at high water mark, as it winds and turns, a distance of about 570 feet to a point on the "original" boundary of the City of Watertown as previously described, and said point being located N63°55'44"W, and a direct tie distance of 552.76 feet from the last mentioned point;

THENCE S05°37'26"W, a distance of 40.00 feet to the point and place of beginning.

CONTAINING about 261,843,080.40 square feet (6,011.09 acres) of land.

and,

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon filing with the Secretary of State.

Seconded by Council Member Teresa R. Macaluso

October 7, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Board and Commission Appointments

Below is a listing of current and upcoming vacancies on City Boards and Commissions for City Council review.

If Staff can be of assistance in contacting members the Council wishes to consider for reappointment, please let me know.

<b>Board or Commission</b>	<b>Appointed By</b>	<b>Term</b>	<b>Name of Member</b>	<b>Date of Appt.</b>	<b>Term Expires</b>
Board of Ethics	Council	1 Year	Mary M. Corriveau	11/15/2010	12/31/2011
Board of Ethics	Council	1 Year	Rande S. Richardson	11/15/2010	12/31/2011
Board of Ethics	Council	1 Year	James D. St. Croix	11/15/2010	12/31/2011
Board of Ethics	Council	1 Year	Frank A. Seminerio	11/15/2010	12/31/2011
Board of Ethics	Council	1 Year	Arthur C. Stever, III	11/15/2010	12/31/2011
City Constable	Council	1 Year	Patricia J. Hennegan	11/15/2010	12/31/2011
Deputy City Constable	Council	1 Year	Michael J. Hennegan	11/15/2010	12/31/2011
Flower Memorial Library Board	Mayor/Council	11 Years	Marcia Gray	12/8/2000	12/31/2011
Jefferson County CAPC	Council	2 Years	Thomas J. Bruno	11/16/2009	12/31/2011
Jefferson County CAPC	Council	2 Years	Peter L. Clough	11/16/2009	12/31/2011
Jefferson County CAPC	Council	2 Years	Christina E. Stone	11/16/1009	12/31/2011
Jefferson County CAPC	Council	2 Years	Stanley Zarembo	11/16/2009	12/31/2011
Plumbing Board	Mayor	3 Years	Franklyn A. Cowles	10/29/2008	12/31/2011

October 13, 2011

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning and Community Development Coordinator  
Subject: Fence Zoning Amendment

Attached is a draft of possible changes to the fence regulations within the Zoning Ordinance. I believe it contains all of the suggestions I heard from the City Council at the September 17, 2011 Work Session and from Staff. Every section does not have to be adopted and the setbacks and heights can be adjusted as you see fit. Italicized paragraphs are different options.

The first four paragraphs are a reordering and rewording of existing paragraphs.

Paragraph "E" limits the height of fences in any yard facing a street to three (3) feet.

Paragraph "F" codifies the current practice of not counting finials when measuring height.

Paragraph "G" requires a three (3) foot setback from any street line, which is typically along the sidewalk.

Paragraph "H" requires a three (3) foot setback from a neighbor's or a shared driveway. This is related to an existing driveway and is not related to where the property line is, except where the driveway is farther than three (3) feet away from the property line. This does not stop a neighbor from placing a future driveway closer than 3 feet to your existing fence, thereby creating his own problem with visibility.

Paragraph "I" requires a triangle area with no fences more than three (3) feet in height on either side of any driveway at the street. This is an alternative to reducing the maximum height for all frontyard fences from 4 feet and the setbacks.

Paragraph "J" changes how the percentage of transparency is described and increases the amount of openings to 50%. A transparency requirement may not be necessary if the setback requirements and the three (3) feet height limit are adopted.

The last three paragraphs are reordered existing paragraphs.

Section 310-27 pertaining to visibility at corners may have to be amended to coincide with what is adopted for fences.

A criticism of having setbacks for fences is that they are traditionally used for demarcating boundaries. If they are set back, then the setback area is effectively being given to the neighboring property owner for their use.

Another alternative that was suggested is prohibiting fences in front yards. If that is the route the City Council wishes to take, then several of the paragraphs described above will have to be changed.

After the City Council has decided on which regulations you want included, the proposal will be referred to the City and County Planning Boards, as required by Section 310-66 of the City Code and Section 239-m of New York State General Municipal Law, respectively. It will also require a public hearing pursuant to New York State General City Law Section 83.

The concept of grandfathered non-conforming situations will apply to this amendment. Therefore, it can't be applied retroactively to fences that have already been legally installed under current regulations.

## Draft Fence Zoning Amendment

10/13/11

### § 310-1. Terms defined; word usage.

**B.** For the purpose of this chapter, certain words and terms shall have the following meanings:

*FENCE* – A constructed barrier of wood, masonry, stone, metal, or other manufactured material or combination of materials erected to enclose, screen, or separate areas.

*STREET LINE* – A lot line separating a street from the abutting property.

### § 310-26.1. Fences.

**A.** No person, firm or corporation shall commence the erection, construction, or alteration of any fence without first applying for, and obtaining, a fence permit from Code personnel for each such fence.

**B.** Application for a fence permit shall be made to Code personnel on forms provided by Code personnel and shall contain the information requested on such forms plus any additional information as may be determined as necessary by Code personnel for duly processing such application.

**C.** All applications shall be signed by the owner of the real property upon which such work is to be performed. Where such application is made by a person other than the owner, it shall be accompanied by written authorization of the owner that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

**D.** In all districts, except Light and Heavy Industrial Districts, no fence shall be more than six feet in height, except as otherwise restricted below. In Light and Heavy Industrial Districts no fence shall be more than eight feet in height.

*E. Fences located less than the required setback distance for a building from a street line or the existing building distance from the street line, whichever is the lesser distance, shall not be more than three (3) feet in height.*

**F.** The height of a fence shall not include post finials extending above the fence panels.

*G. No fence shall be located less than three (3) feet from a street line.*

**H.** *No fence shall be located less than three (3) feet from a neighbor's driveway or a shared driveway.*

**I.** *Where a driveway intersects with a street, no fence shall be more than three (3) feet in height within a triangle on either side of the driveway formed by the street line and a line created by the edge of the driveway to the points on such lines a distance of ten (10) feet from their intersection and a line connecting such points. **[This stepdown is an alternative to reducing fence heights from 4' to 3' and setbacks.]***

**J.** *Fences located less than the required setback for a building from a street line or the existing building setback from the street line, whichever is the lesser distance, shall have open spaces equal to at least 50% of the area of each panel. **[This is an alternative to reducing fence heights from 4' to 3' and setbacks.]***

**K.** The side of the fence facing away from the fence owner's property shall have a finished quality.

**L.** Electric fences shall not be allowed.

**M.** Barbed-wire fences shall not be allowed, except on top of chain link fences at least six feet in height in Light and Heavy Industrial Districts.