

**CITY OF WATERTOWN, NEW YORK**  
**REVISED AGENDA**  
**Monday, July 16, 2018**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 16, 2018, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Recognizing Fort Drum Soldiers For Their Valor and Awards
- Resolution No. 2 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 3 - Accepting Bid for Ferric Chloride, Kemira Water Solutions
- Resolution No. 4 - Accepting Bid for Dry Polymer, Solenis Polydyne
- Resolution No. 5 - Accepting Bid for Chemicals at the Waste Water Treatment Plant, Slack Chemical
- Resolution No. 6 - Approving the Contract with Elan.3 Consulting for the City of Watertown Comprehensive Plan
- Resolution No. 7 - Authorizing and Supporting an Application for Funding through the New York Main Street Program for the Redevelopment of 75 Public Square

- Resolution No. 8 - Finding that the Thompson Park Pool and Bathhouse Project is an Unlisted Action and Will Not Have a Significant Adverse Impact on the Environment
- Resolution No. 9 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association
- Resolution No. 10 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown
- Resolution No. 11 - Approving the Employment Agreement Between the City of Watertown and the City Manager
- Resolution No. 12 - Authorizing Emergency Purchasing Procedures, Turbine No. 1, Hydroelectric Plant
- Resolution No. 13 - Re-Adoption of Fiscal Years 2018-19 through 2022-23 Capital Budget

## **ORDINANCES**

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated May 21, 2018, Authorizing the Issuance of \$1,400,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction and Equipping of the City's Hydro-Electric Generating Facility, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,800,000

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. CMAQ Application – Downtown Traffic Signal Improvements
2. Parking Restrictions – 100 Block Central Street, 100 Block Paddock Street
3. Tennis Court Line Grant through United States Tennis Association

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
AUGUST 6, 2018.**

Res No. 1

July 11, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Recognizing Fort Drum Soldiers For Their Valor and Awards

Several soldiers of the 1<sup>st</sup> Battalion, 87<sup>th</sup> Infantry Regiment, 1<sup>st</sup> Brigade Combat Team, 10<sup>th</sup> Mountain Division were awarded the Bronze Star Medal with Valor device and the Army Commendation Medal with Valor device on June 14, 2018, as presented by Brig. Gen. Patrick Donohoe.

While serving in Afghanistan, these soldiers came under fire and put their lives on the line for the sake of others. Their heroic actions thwarted an ambush attack by the Taliban.

Attached for Council consideration is a resolution recognizing these men for their valor as they accepted these awards.

July 16, 2018

Resolution No. 1

Page 1 of 1

Recognizing Fort Drum Soldiers  
For Their Valor and Awards

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS members of the 1<sup>st</sup> Battalion, 87<sup>th</sup> Infantry Regiment, 1<sup>st</sup> Brigade Combat Team, 10<sup>th</sup> Mountain Division were awarded the Bronze Star Medal with Valor device and the Army Commendation Medal with Valor device on June 14, 2018, as presented by Brig. Gen. Patrick Donohoe, and

WHEREAS the City Council wishes to acknowledge these soldiers whose heroic actions under fire against the Taliban while serving in Afghanistan thwarted an ambush attack, and

WHEREAS were it not for the bravery of our military, who often deploy to many countries around the world, who stand ready and able to draw on their training in the face of an ambush and their dedication to put their lives on the line for the sake of others, and

WHEREAS while under heavy fire, these brave soldiers slowed down the enemy and used decisive actions to stop their advancement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby recognize and are grateful to the following soldiers for their actions and do hereby thank them for their service:

- Staff Sgt. Kevin F. Aetonu
- 1<sup>st</sup> Lt. Tyler Wojtasinski
- Spc. Brad Cook
- Spc. Miles L. Shoemaker

***Seconded by***

## 10th Mountain Division soldiers receive awards for valor during Afghanistan deployment

July 5, 2018



*Soldiers from 1st Brigade Combat Team, 10th Mountain Division 1-87 INF were awarded the Bronze Star Medal with Valor device and the Army Commendation Medal with Valor device for their heroic actions under fire against the Taliban while serving in Afghanistan. Brig. Gen. Patrick Donohoe was on hand to award and recognize these valiant Soldiers.*

**FORT DRUM, NY** – “It was a really, really hot night. We had a full moon, and our platoon was moving through Afghan farmlands,” said Staff Sgt. Kevin F. Aetonu, a squad leader with 1st Battalion, 87th Infantry Regiment, 1st Brigade Combat Team, 10th Mountain Division (LI).

“We were doing some clearance operations through some compounds in Afghanistan,” said 1st Lt. Tyler Wojtasinski, 1-87th platoon leader. “Once the elements reached their limits toward the end of the compounds, there was a field. Once we were going through the field, that’s when we started to take indirect fire.”

Soldiers in the military often deploy to many countries around the world. Many find themselves in places where combat is a far-off thought, and the day-to-day mission they are tasked with doesn’t come close to dangerous.

For 1-87th Soldiers like Wojtasinski, Spc. Brad Cook and Spc. Miles L. Shoemaker, and Aetonu, that danger ambushed them during their most recent deployment to Afghanistan on Oct. 26, 2017.

“When we reached the edge of the buildings, our whole element started taking fire,” said Shoemaker, a 1-87th team leader. “The sky erupted in fire.”

Three elements of Soldiers were moving through the territory when they were ambushed by roughly 30 Taliban forces, who were using rocket propelled grenades, mortars and machine gun fire.

“The sky lit up with fire, and it didn’t really seem real at the time,” said Cook, a machine gunner. “But, everything kind of clicked. All the training that we had, everything built up to that moment, and we reacted.”

“First thing that went through my mind, I was a little scared,” said Aetonu, who is a Pomu Pomu, American Samoa, native and has been in the Army for eight years. “But, I wasn’t scared of the

Taliban. I was more scared for my Soldiers' safety. As soon as I got accountability of my guys, I knew I needed to get them into the fight. So, that's exactly what we did."

Once the fighting started, the Soldiers knew that they had to get back to a safer position to fight off the insurgents. Wojtasinski got the call that one of the other platoons in the firefight took some casualties. The orders came over the radio to fall back to the compounds.

"We bounded back because we were in an open field. We took over a small compound. We got perimeter firing going and dudes on the roof," said Cook.

The Soldiers had an idea that the Taliban was in the area, but once the shots started to ring out, some of the Afghan soldiers abandoned their post. That's when the Soldiers knew that they had to get their weapons into the fight to stop the quickly encroaching enemy.

Shoemaker and Aetonu identified a rooftop where they would have the best vantage point to engage the Taliban fighters.

"One of the Afghan soldiers had abandoned his machine gun," said Shoemaker, a Great Mills, Maryland, native. "I grabbed his machine gun and took it to the roof with a couple of other service members and that's when we came in direct contact with the enemy."

"About three to four Taliban were maneuvering in the wood line, and we stopped their advancement toward our position," said Aetonu. "As soon as the Taliban hear that machine gun, they know we mean business."

"We had bullets flying over our heads every second," said Shoemaker. "You could hear them snap, wizz and pop. We got as low as we could and just got our guns in the fight and tried not to get shot."

Elsewhere on the battlefield, Wojtasinski saw some Taliban fighters who were trying to flank the safer positions his Soldiers had taken.

"Me and one of my teammates started engaging one of the machine gun positions," said Wojtasinski, from Braintree, Massachusetts. "We continued to engage — went through about seven magazines — and a Taliban fighter got to within 25 meters of us. And that's when my partner threw a hand grenade."

After the immediate threat of the Taliban fighter had been dealt with, Wojtasinski and his teammate bounded back to the Soldiers in the compound, got accountability of his element and checked on the casualties.

In the same firefight, an Afghan National Army Soldier was injured by an improvised explosive device, and Cook jumped into action.

"We got notified that there was a casualty, so me and the medic I was attached to went out there," said Cook, a Manhattan, Kansas, native.

In the moment, Cook thought more about the foreign national who had been injured than his own safety.

"We got the casualty back in the compound, and he was in pretty bad shape," said Cook. "We gave life-saving treatment as best we could on the ground."

Reflecting back on that moment, Cook had an idea why he put his life on the line for someone else.

"I went out there because, it doesn't matter what uniform you're wearing or where you're from, we were out there in the same fight, and I would expect that from everybody out there," Cook said.

While Cook rendered aid, Wojtasinski joined Shoemaker and Aetonu who were already engaging the Taliban from the roof.

"Up on the roof, Spc. Shoemaker was engaging with his 240 [machine gun] that was malfunctioning and Sgt. Aetonu was engaging with his rifle and also trying to call up targets," said Wojtasinski. "While up there, I tried to help with the malfunction while also calling out targets and engaging enemies in the woods."

"I think that was the turning point for us being pinched by fire by the Taliban," said Aetonu. "Once we were on that roof, everybody heard it and knew that it was a machine gun. That alone stopped their advancement and bought us more time to think about our next step."

Wojtasinski, Aetonu and Shoemaker continued to engage Taliban fighters who were trying to get around, and trying to flank their position until attack planes arrived. Once the jets came in, they repeatedly attacked the insurgents with machine guns and bombs. After that, the fight was over.

"Our actions on that rooftop, absolutely stopped and slowed down the enemy," said Shoemaker. "They were very quickly advancing toward our position with heavy fire. We grabbed one of the machine guns that wasn't being used. We got on that roof, and we did our job."

An ambush attack by the Taliban was thwarted due to the decisive actions and dedication of Soldiers who put their life on the line for the sake of others. For their actions, Wojtasinski, Cook and Shoemaker were awarded the Bronze Star with Valor, and Aetonu was awarded with the Army Commendation Medal with Valor. They received their medals from Brig. Gen. Patrick Donohoe, 10th Mountain Division (LI) deputy commanding general, during a ceremony June 14 at Fort Drum, New York.

Photo Caption:

Soldiers from 1st Battalion, 87th Infantry Regiment, 1st Brigade Combat Team, 10th Mountain Division (LI), were awarded the Bronze Star Medal with Valor device and the Army Commendation Medal with Valor device for their heroic actions under fire against the Taliban while serving in Afghanistan. Brig. Gen. Patrick Donohoe, 10th Mountain Division (LI) deputy commanding general, recognized these Soldiers during a ceremony June 14, at Fort Drum, New York.

Photo credit 1st Brigade Combat Team Public Affairs, 10th Mountain Division (LI)

Res No. 2

July 5, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

Subject: Agreement for Public Benefit Services, Community Action  
Planning Council of Jefferson County, Inc.

Attached for City Council's consideration is a Public Benefit Services Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. Since 1967, when the CAPC was incorporated and designated as the official anti-poverty agency in Jefferson County, the City of Watertown and Jefferson County provided the local match used to leverage State and Federal program service dollars.

The Community Action Planning Council provides services that promote the education, charity, health, safety and welfare of the citizens of the City of Watertown. This agreement specifically identifies the services that will be provided to the citizens of this community and funded by the City of Watertown. The term of this Agreement is for one year beginning July 1, 2018, and ending June 30, 2019. Funding in the amount of \$15,000 to support this initiative is included in the FY 2018-2019 Adopted Budget.

A Resolution approving the Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the Community Action Planning Council of Jefferson County (CAPC) was incorporated and designated in 1967 as the official anti-poverty agency for Jefferson County, and

WHEREAS since that time, CAPC has received funds from local governments as the local share required to leverage State and Federal program service dollars, and

WHEREAS the services provided by the CAPC promotes a public purpose, and

WHEREAS the services promote the education, charity, health, safety and welfare of the citizens of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc., a copy of which is attached and made a part of this resolution, and

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

***Seconded by***

**AGREEMENT FOR PUBLIC BENEFIT SERVICES**

**BETWEEN**

**THE CITY OF WATERTOWN, NEW YORK**

**and**

**THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.**

This Agreement made by and between the City of Watertown, New York (City) and the Community Action Planning Council of Jefferson County, Inc. (CAPC).

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF SERVICES. The Community Action Planning Council of Jefferson County, Inc. provides services that are considered to be for a public purpose. The Community Action Planning Council provides services which promote the education, charity, health, safety and welfare of the citizens of the City of Watertown.

Article II. ELIGIBLE ACTIVITIES. Eligible activities of the Community Action Planning Council reimbursable by the City shall promote a public purpose. Specifically, the Community Action Planning Council shall provide the following services to the citizens of the City of Watertown:

- a. Assist individuals and families to secure and retain meaningful employment.
- b. Assist individuals and families to attain an adequate education.
- c. Assist individuals and families to counteract conditions of starvation and malnutrition.
- d. Assist individuals and families to make a better income.
- e. Assist individuals and families to obtain emergency assistance.
- f. Assist individuals and families to obtain and maintain adequate housing.
- g. Assist individuals and families to remove obstacles that block self-sufficiency.

Article III. INELIGIBLE ACTIVITIES. Activities of the Community Action Planning Council, which do not promote a public purpose, shall be ineligible for reimbursement. Activities which are ineligible for reimbursement shall include, but not be limited to, land acquisition, salaries, utilities, fuel, insurance, interest, purchase of equipment, or program activities solely directed toward or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2018, through June 30, 2019.

Article V. MANNER OF PAYMENT.

a. The City agrees to provide Fifteen Thousand Dollars (\$15,000) to the Community Action Planning Council for the term specified above.

b. Payment shall be made by the City Comptroller. The annual payment will be made on or after December 1<sup>st</sup>. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice form.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

Article VII. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination by the Agreement, stating in good faith and for good and valid reasons by such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the CAPC shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, at the address of such party as hereinafter set out.

Article VIII. EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the CAPC. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article IX. ANNUAL REPORT. The CAPC will provide the City of Watertown with a copy of their annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by CAPC to the citizens of Watertown.

Article X. NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager  
City of Watertown  
245 Washington Street  
Suite 302  
Watertown, New York 13601

THE COMMUNITY ACTION PLANNING COUNCIL:

Executive Director  
Community Action Planning Council of Jefferson County, Inc.  
518 Davidson Street  
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

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BY: City Manager Bradford J. Minnick

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

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BY: Executive Director Melinda Gault

Res No. 3

July 9, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

Subject: Accepting Bid for Purchase of Ferric Chloride at the Waste Water Treatment Plant, Kemira Water Solutions

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2018-2019 requirements for Ferric Chloride for use by the Waste Water Treatment Plant, per specifications.

Invitations to bid were also issued to thirty-one (31) prospective bidders, with two (2) bids being received that were publicly opened and read in the Purchasing Department on Tuesday, June 19, 2018 at 11:00 a.m.

City Purchasing Manager Robert J. Cleaver reviewed the bids received with Chief Operator Mark Crandall, and it is their recommendation that the award be issued to Kemira Water Solutions as the lowest qualifying bidder meeting City specifications in the amount of \$557.179/ton.

The other bids received are detailed in Mr. Cleaver's attached report.

A Resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Ferric Chloride,  
Kemira Water Solutions

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Ferric Chloride for use at the City’s Waste Water Treatment Plant, for the City’s 2018-2019 requirements, and

WHEREAS invitations to bid were also issued to thirty-one (31) prospective bidders, with a total of two (2) sealed bids submitted to the City Purchasing Department, and

WHEREAS on Tuesday, June 19, 2018 at 11:00 am in the City’s Purchasing Department, the bids were publically opened and read, and

WHEREAS City Purchasing Manager Robert J. Cleaver reviewed the bids with Chief Operator Mark Crandall, and it is their recommendation that the City Council accept the bid from Kemira Water Solutions in the amount of \$557.179/ton,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Kemira Water Solutions as the lowest qualified bidder in the amount of \$557.179/ton for the purchase of Ferric Chloride for use at the City’s Waste Water Treatment Plant.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

July 9, 2018

To; Bradford Minnick  
From: Robert J. Cleaver  
Subject: Ferric Chloride Bid # 2018-13

The City's Purchasing Department advertised in the Watertown Daily Times on Wednesday, May 23, 2018 calling for sealed bids for the purchase of Ferric Chloride, per City's specifications, for use by the City's Wastewater Treatment Plant on an as needed basis. This is a one year contract for the fiscal year commencing July 1, 2018 through June 30, 2019.

Notice to bid were issued to 31 prospective bidders with 2 bids received in the Purchasing Department where they were publicly opened and read on Tuesday, June 19, 2018 at 11:00 a.m. local time.

Results of those bids are as follows:

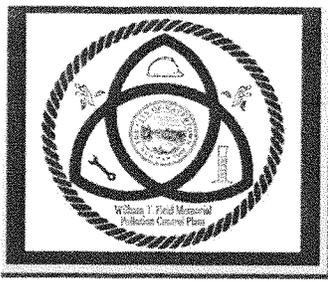
Description	Kemira	PVS Technologies	SNF Polydyne
	Lawrence, KS	Detroit, MI	Riceboro, GA
Ferric Chloride - Est. Annual Qty 280 tons	<b>557.179 / Ton</b>	669.00 / Ton	No Bid

The two submittals were reviewed by Mr. Mark Crandall, Chief Plant Operator at the Wastewater Treatment Facility and it is his recommendation that we accept the lowest bid submitted by Kemira Water Solutions, Lawrence, KS who submitted a bid of \$557.179/ton for the 2018 - 2019 fiscal year. I concur with his recommendation.

If you have any questions regarding this recommendation please feel free to contact me at your convenience.

Robert J. Cleaver  
Interim Purchasing Manager

cc: Vicky Murphy, Superintendent of Water  
Mark Crandall, Chief Plant Operator, WWTF  
file



## **INTER-OFFICE MEMORANDUM**

**TO:** Robert Cleaver, Purchasing Agent

**DATE:** July 5, 2018

**CC:** Vicky Murphy, Superintendent Department of Water

**FROM:** Mark Crandall, WWTP Chief Operator

**SUBJECT:** Sodium Hypochlorite, Sodium Bisulfite, and Ferric Chloride  
Bids FY 2018 – 2019

Process chemical Bids were opened in your office at 11:00 A.M., on June 19, 2018. The following were read: Amrex, Holland Chemical, PVS Technologies and Slack Chemical; For the Sodium Hypochlorite, Sodium Bisulfite and Kemira for the Ferric Chloride.

Amrex was our chemical vendor the first year the disinfection system went on line. They were unable to make deliveries on time. They complained about the delivery amounts and on 2 occasions failed to deliver when scheduled causing the facility not to treat.

It is my recommendation that we award the bids to

- Slack Chemical; For the Sodium Hypochlorite, Sodium Bisulfite
- Kemira for the Ferric chloride

Res No. 4

July 9, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

Subject: Accepting Bid for Purchase of Dry Polymer at the Waste Water Treatment Plant, Solenis Polydyne

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2018-2019 requirements for Dry Polymer for use by the Waste Water Treatment Plant, per specifications.

Invitations to bid were also issued to thirty-one (31) prospective bidders, with two (2) bids being received that were publicly opened and read in the Purchasing Department on Tuesday, June 19, 2018 at 11:00 a.m.

City Purchasing Manager Robert J. Cleaver reviewed the bids received with Chief Operator Mark Crandall, and it is their recommendation that the award be issued to Solenis Polydyne as the lowest qualifying bidder meeting City specifications in the amount of \$1.68/pound.

The other bids received are detailed in Mr. Cleaver's attached report.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Dry Polymer,  
Solenis Polydyne

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

**Introduced by**

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Dry Polymer for use at the City’s Waste Water Treatment Plant, for the City’s 2018-2019 requirements, and

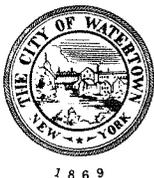
WHEREAS invitations to bid were also issued to thirty-one (31) prospective bidders, with a total of two (2) sealed bids submitted to the City Purchasing Department, and

WHEREAS on Tuesday, June 19, 2018 at 11:00 am in the City’s Purchasing Department, the bids were publically opened and read, and

WHEREAS City Purchasing Manager Robert J. Cleaver reviewed the bids with Chief Operator Mark Crandall, and it is their recommendation that the City Council accept the bid from Solenis Polydyne in the amount of \$1.68/pound,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Solenis Plydyne for the as the lowest qualified bidder in the amount of \$1.68/pound for the purchase of Dry Polymer for use at the City’s Waste Water Treatment Plant.

**Seconded by**



## CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

July 9, 2018

To: Bradford Minnick  
From: Robert J. Cleaver  
Subject: Dry Polymer Bid # 2018-12

The City's Purchasing Department advertised in the Watertown Daily Times on Wednesday, May 23, 2018 calling for sealed bids for the purchase of Dry Polymer, per City's specifications, for use by the City's Wastewater Treatment Plant, on an as needed basis. This is a one year contract for the fiscal year commencing July 1, 2018 – June30, 2019.

Notice to bid were issued to 31 prospective bidders with 2 bids and 1 no bid received in the Purchasing Department where they were publicly opened and read on Tuesday, June 19, 2018 at 11:00 A.M. local time.

Results of those bids are per attached tabulation.

I have reviewed Mr. Crandall's recommendation and based on his testing and evaluation of each product submitted I concur with his recommendation that we accept the lowest qualifying bid of \$1.68 per pound for Praestol 855 Dry Polymer submitted by Solenis, Wilmington, Delaware.

If you have any questions regarding this recommendation please don't hesitate to contact me.

Robert J. Cleaver  
Interim City Manager

cc: Vicky Murphy, Water Superintendent  
Mark Crandall, Chief Plant Operator  
File  
attach: bid tabulation

CITY OF WATERTOWN, NEW YORK

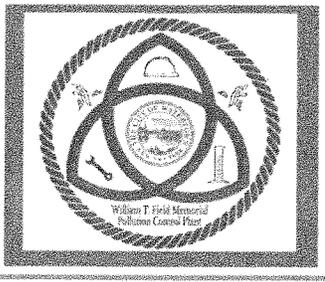
CITY HALL  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601-3380



Process Chemicals - Dry Polymer - WWTP
2018-12
Opened: June 19, 2018 @ 11:00 a.m

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

Description	Slack Chemical	Solenis Polydyne	Slack Chemical
	Carthage, NY	Wilmington, DE	Carthage, NY
Total Bid Price - Est. Annual Quantity 52,000 lbs	Sta Floc 6837 \$1.77/ Lb	Praestol 855 BS 1.68/ Lb	No Bid
	Sta Floc 6834 \$1.77/ Lb		
	Sta Floc 6639 \$1.77/ Lb		
	Sta Floc 4798 \$1.77/ Lb		
	Sta Floc 4700 \$1.77/ Lb		



## INTER-OFFICE MEMORANDUM

**TO:** Robert Cleaver, Purchasing Agent

**DATE:** July 5, 2018

**CC:** Vicky Murphy, Superintendent Department of Water

**FROM:** Mark Crandall, WWTP Chief Operator

**SUBJECT:** Polymer Bids FY 2018 – 2019

Cationic Dry Polymer Bids were opened in your office at 11:00 A.M., on June 19, 2018. The following were read:

		Slack Chemical Company, Inc. Sta Flocc		Solenis Polydyne 855	
Chemical	Est. Annual Usage - Lbs.	Option 1		Option 1	
		One Year		One Year	
		2018-2019		2018-2019	
		Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Dry Polymer	52,000	\$1.77	\$92,000.00	\$1.68	\$87,360.00
Dry Polymer	52,000		\$92,000.00	\$1.530	\$87,360.00

Laboratory testing of polymer performances were conducted at the City's facility on June 20, 2018; A Polymers performance must be taken into account when evaluating the cost effectiveness of a particular bid. Two polymers had been bid, two were subsequently tested.

The most cost effective choice is Solenis Polydyne product. The polymer from Solenis Cooperation had a lower price per unit but also had a very long window of performance. It is my recommendation that we award the bid to Solenis Polydyne Company for the 855 polymer - 1 year bid at \$1.68 per pound delivered.

Res No. 5

July 9, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Accepting Bid for Purchase of Chemicals, Waste Water Treatment Plant, Slack Chemical

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2018-2019 requirements of various disinfection chemicals for use by the Waste Water Treatment Plant, per specifications.

Invitations to bid were also issued to thirty-one (31) prospective bidders, with a total of four (4) bids being received that were publicly opened and read in the Purchasing Department on Tuesday, June 19, 2018 at 11:00 a.m.

City Purchasing Manager Robert J. Cleaver reviewed the bids received with Chief Operator Mark Crandall, and it is their recommendation that the award be issued to the lowest qualifying bidder meeting City specifications, as follows:

Description	Company	Unit Price
		<b>\$0.838</b>
Sodium Hypochlorite - Gallon	Slack Chemical	
Sodium Bisulfite Solution - Gallon	Slack Chemical	<b>\$1.474</b>

The other bids submitted are detailed in the attached report of Mr. Cleaver.

A Resolution has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the Waste Water Treatment Plant, Slack Chemical

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Waste Water Treatment Plant, for the City’s 2018-2019 requirements, and

WHEREAS invitations to bid were also issued to thirty-one (31) prospective bidders, with a total of four (4) bids received, and

WHEREAS on Tuesday, June 19, 2018 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Robert J. Cleaver reviewed the bids received with Chief Operator Mark Crandall, and it is their recommendation that the City Council accept the bid from Slack Chemical, as detailed below:

<b>Item Description</b>	<b>2018-2019</b>
	<b>Unit Price</b>
Sodium Hypochlorite	\$0.838
Sodium Bisulfite Solution	\$1.474

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Slack Chemical as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Sodium Hypochlorite and Sodium Bisulfite Solution for use at the City’s Waste Water Treatment Plant.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

July 9, 2018

To; Bradford Minnick  
From: Robert J. Cleaver  
Subject: Disinfection Chemicals Bid # 2018-14

The City's Purchasing Department advertised in the Watertown Daily Times on Wednesday, May 23, 2018 calling for sealed bids for the purchase of Disinfection Chemicals, per City's specifications, for use by the City's Wastewater Treatment Plant on an as needed basis. This is a one year contract for the fiscal year commencing July 1, 2018 through June 30, 2019.

Notice to bid were issued to 31 prospective bidders with 4 bids received in the Purchasing Department where they were publicly opened and read on Tuesday, June 19, 2018 at 11:30 a.m. local time.

Results of those bids are as follows:

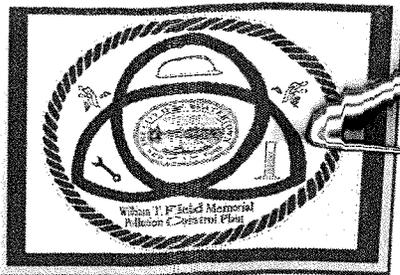
Description	Amrex	Holland Chemical	PVS Technologies	Slack Chemical
	Binghampton, NY	Adams, MA	Detroit, MI	Carthage, NY
Sodium Hypochlorite	.94 / Gal	NO BID	NO BID	<b>.838 / Gal</b>
Sodium Bisulfite Solution	<b>1.37 / Gal</b>	1.72 / Gal	1.92 / Gal	1.474 / Gal

It is the recommendation of Mr. Mark Crandall, Chief Plant Operator at the Wastewater Treatment Facility, and I concur, that we accept the bids submitted by Slack Chemical, Carthage, N.Y. in the amount of .838 cents /gal for Sodium Hypochlorite, and Slack's bid of \$1.47/gal for Sodium Bisulfite Solution, the lowest qualifying bidder meeting City's specifications.

Per attached memorandum, Mr. Crandall's disqualification of Amrex Chemical Co., who submitted the lowest bid of \$1.37 / gal for Sodium Bisulfite Solution, is justified based on their inability to deliver product when required.

cc: Vicky Murphy, Superintendent of Water  
Mark Crandall, Chief Plant Operator WWTP  
file

Robert J. Cleaver  
Interim Purchasing Manager



## INTER-OFFICE MEMORANDUM

**TO:** Robert Cleaver, Purchasing Agent

**DATE:** July 5, 2018

**CC:** Vicky Murphy, Superintendent Department of Water

**FROM:** Mark Crandall, WWTP Chief Operator

**SUBJECT:** Sodium Hypochlorite, Sodium Bisulfite, and Ferric Chloride  
Bids FY 2018 – 2019

Process chemical Bids were opened in your office at 11:00 A.M., on June 19, 2018. The following were read: Amrex, Holland Chemical, PVS Technologies and Slack Chemical; For the Sodium Hypochlorite, Sodium Bisulfite and Kemira for the Ferric Chloride.

Amrex was our chemical vendor the first year the disinfection system went on line. They were unable to make deliveries on time. They complained about the delivery amounts and on 2 occasions failed to deliver when scheduled causing the facility not to treat.

It is my recommendation that we award the bids to

- Slack Chemical; For the Sodium Hypochlorite, Sodium Bisulfite
- Kemira for the Ferric chloride

July 11, 2018

To: The Honorable Mayor and City Council

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

Subject: Approving the Contract with Elan.3 Consulting for the City of Watertown Comprehensive Plan

At its March 19, 2018 meeting, the City Council approved a resolution accepting an incentive proposal from Empire State Development (ESD) for \$90,000 in grant funding for the creation of a Comprehensive Plan. The grant will fund 50 percent of the project cost, and a 50 percent match is the responsibility of the City. The City will use \$72,000 in CDBG Entitlement funds and \$18,000 in cash for the required match.

On February 27, 2018, City Staff issued a Request for Proposals (RFP) for the project. The RFP was sent to local firms, a statewide email list of planning, engineering and consulting firms, the NYS Contract Reporter, as well as firms who had previously expressed interest in the project. Nine (9) firms submitted proposals to the Purchasing Department, which Staff opened on March 23, 2018 at 4:00 p.m., local time.

A proposal review committee consisting of staff from the City's Planning Department, the former City Manager and the Community Planner from the Development Authority of the North Country (DANC) reviewed the proposals for compliance with the RFP. All nine (9) firms provided acceptable proposals and each provided similar pricing structures. Three (3) of the firms received invitations to give a presentation on their proposal, and the committee determined from those interviews that Elan.3 Consulting was the most qualified to prepare the plan.

Elan.3 Consulting has prepared the attached contract with the City for \$179,840 for City Council consideration. Both the City Attorney and ESD have reviewed the contract and the final version submitted for approval incorporated their feedback. The attached resolution approves the contract and authorizes the City Manager to execute it on behalf of the City.

The Comprehensive Plan will guide development within the City over the next 20 to 30 years. Once completed, it will assist the City in updating its Zoning Ordinance and act as a long-range planning document to guide policy decisions over its lifespan. The plan will also make the City more competitive for grant funding.

As work begins, Staff would like to invite Elan.3 Consulting to the Council's next Work Session on Monday, August 13, 2018 to provide the Council with further details about the role a comprehensive plan plays in City affairs, as well as what to expect during the comprehensive planning process as it occurs over the next 14-to-16 months.

# RESOLUTION

Page 1 of 1

Approving the Contract with Elan.3 Consulting for the City of Watertown Comprehensive Plan

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS the City of Watertown has been awarded grant funding from Empire State Development for a Comprehensive Plan, and

WHEREAS the City of Watertown has identified a Comprehensive Plan as a project for CDBG Program Year 2018 in its adopted 2018 CDBG Annual Action Plan, and

WHEREAS on February 27, 2018 the City issued a Request for Proposals (RFP) for the plan, and

WHEREAS nine (9) proposals were submitted to the City’s Purchasing Department on March 23, 2018, and

WHEREAS a proposal review committee reviewed the proposals and interviewed three firms and determined that Elan.3 Consulting was the most qualified, has the proven ability and competitive pricing to complete the plan within the project budget, and

WHEREAS a contract has been developed for the project between the City of Watertown and Elan.3 Consulting,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the contract between Elan.3 Consulting and the City of Watertown, a copy of which is attached and made part of this resolution, to complete a Comprehensive Plan for an amount not to exceed \$179,840, and

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

### *Seconded by*

**PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.**

**THIS AGREEMENT** made on the \_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Eighteen 2018

**BETWEEN:**

The City of Watertown  
245 Washington Street, Suite 205  
Watertown, NY 13601 (hereinafter “Client”)

and:

Elan Planning, Landscape Architecture and Engineering, D.P.C.  
(hereinafter “Elan”)  
18 Division Street, Studio 304  
Saratoga Springs, NY 12866

**WITNESSETH THAT:**

**WHEREAS**, Elan Planning, Landscape Architecture And Engineering, D.P.C., LLC (hereinafter “Elan”) is interested in preparing a Comprehensive Plan for the City of Watertown, New York (Client), in the County of Jefferson, as described in the issued project Request for Proposals dated March 23, 2018; and

WHEREAS, the Client is seeking to establish a relationship that will provide for a team approach to allow for the integration of data and resources from a variety of sources; and

WHEREAS, Elan has certain professional experience that qualifies it to assist the Client in this regard; and

WHEREAS, Elan’s project subconsultants are: River Street Planning & Development, Politi + Siano Architects, PLACE Alliance and Gyomo Architecture Engineering & Land Surveying DPC; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE 1 ELAN'S SERVICES**

See Attachment A Scope of Work.

**ARTICLE 2 CLIENT’S RESPONSIBILITIES**

§ 2.1 The Client agrees to cooperate with Elan and make available on a timely basis technical information, maps, data, and related materials that may have a direct or indirect bearing on work to be performed by Elan.

§ 2.2 The Client has designated the City Manager as the representative authorized to act on the Client's behalf with respect to the project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by Elan in order to avoid unreasonable delay in the orderly and sequential progress of Elan's services.

**PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.**

**ARTICLE 3 ELAN'S RESPONSIBILITIES**

§ 3.1 Elan agrees to carry out all services in a professional manner. Elan has designated the Principal-in-Charge as the representative authorized to act on Elan's behalf with respect to the project.

**ARTICLE 4 TERMINATION OR SUSPENSION**

§ 4.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 4.2 If the Client fails to make payment when due Elan for services and expenses, Elan may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless invoiced payment amount is received by Elan within fourteen days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Elan shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

§ 4.3 In the event of termination, Elan shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

§ 5.1 This Agreement shall be governed by the law of New York State.

§ 5.2 The Client and Elan, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor Elan shall assign this Agreement without the written consent of the other.

§ 5.3 This Agreement represents the entire and integrated agreement between the Client and Elan and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Elan

§ 5.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Elan

§ 5.5 The documents prepared by Elan shall be the property of the Client and Elan and may be used by either party for any purpose.

§ 5.6 The project completion date where Elan's services and the clients' review of project deliverable is completed shall not exceed November 30, 2019.

**ARTICLE 6 PAYMENTS TO ELAN**

§ 6.1 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of Elan's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and

**PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.**

benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. The Direct Personal Expenses form the majority of the Lump Sum Fee amount.

§ 6.2 REIMBURSABLE EXPENSES are in addition to Elan's direct personal expenses and include expenditures incurred by Elan and Elan's sub-consultants in the interest of the Project for:

§ 6.2.1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Client. The reimbursement rate for mileage shall be determined by the Internal Revenue Service standard mileage rate which is currently set at \$.545 per mile for business miles. If the IRS changes the standard mileage rate, Elan will adjust this expense component accordingly;

§ 6.2.2 fees paid for securing approval of authorities having jurisdiction over the Project;

§ 6.2.3 graphic reproductions;

§ 6.2.4 shipping of documents;

§ 6.2.5 expense of additional coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Elan and Elan's sub-consultants as stated in the attached insurance certificate.

**§ 6.3 PAYMENTS ON ACCOUNT OF ELAN'S SERVICES**

§ 6.3.1 Payments on account of Elan's services and for Reimbursable Expenses shall be made within 45 days upon presentation of the Elan's statement of services rendered or as otherwise provided in this Agreement.

§ 6.3.2 An initial payment as set forth in Section 7.1 is the minimum payment under this Agreement.

**ARTICLE 7 BASIS OF COMPENSATION**

The Client shall compensate Elan as follows:

§ 7.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement and credited to the Client's account at final payment.

§ 7.2 COMPENSATION FOR ELAN'S SERVICES, as described in Article 1, Elan's Services, shall be computed as follows:

A Lump Sum Fee of One Hundred Seventy Nine Thousand Eight Hundred and Forty Dollars (\$179,840) for Professional Services and expenses up to \$4,000. Should the Client seek services beyond those set forth in Article 1, an equitable revised scope of services and fee will be prepared and enacted upon mutual agreement between the Client and Elan as an amendment to this contract. Fees will be based on Elan's published rates of \$130 per hour for Principals, \$65 - \$135 per hour for staff and \$65 per hour for administration. This rate is for 2018 and is subject to change annually on January 1<sup>st</sup>.

**PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.**

§ 7.3 PAYMENTS on account of Elan's services and for Reimbursable Expenses shall be made in accordance with § 7.5. Payment shall be based on percent complete for each work task as stated in monthly statement issued by Elan to the Client.

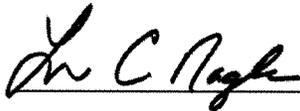
§ 7.4 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items identified as Reimbursable Expenses, are included in the Lump Sum Fee amount. The Lump Sum Fee amount represents the total contracted amount to be paid to Elan for the contract including work performed by sub-contractors engaged by Elan for completion of the Work Plan.

§ 7.5 Payments are due and payable Forty Five (45) days from the issue date of Elan's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate of 1.50% per annum, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of Elan

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CLIENT: Bradford J. Minnick  
City Manager

DATE



May 23, 2018

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ELAN: Lisa Nagle, Principal

DATE

## A Scope of Work

The following Scope of Work builds on the tasks identified by the City of Watertown in the RFP. As the prime consultant and project manager of the planning process, Elan Planning, Landscape Architecture and Engineering, D.P.C. (hereinafter “Elan”) will act as the point of contact between an appointed Advisory Committee, City and consulting team. Elan will play a coordinating role throughout all tasks detailed below to ensure the Elan Team meets the project timeline and your expectations.

### Task 1: Project Initiation

The goal of this task is to establish and confirm project schedule, study area, scope and aspirations.

#### Task 1.1 Project Management, Coordination, and Engagement Strategy

The project will begin with overall coordination, document review, confirmation of a public engagement strategy, and scheduling. This task will include:

- Working with the City Staff to refine the project approach, work plan, and schedule.
- Defining the roles, responsibilities and main points-of-contact for the Committee, City staff, the Elan Team, and other participating public and private entities.
- Reviewing and confirming our understanding of the project goals and your aspirations.
- Establishing a schedule of regular check-in calls to discuss project status, interim products, and receive guidance and direction. We recommend scheduling calls for every other week for a check in discussion with project leadership, which may include both content and project management issues.
- Developing a community engagement strategy, including major milestones. The strategy will be customized to the Watertown community and consider hard-to-reach populations, such as the renter population. As part of developing the outreach strategy we will consider the impacts of ethnicity, culture, and socio-economic status on equity and engagement.

*Deliverables: Project initiation meeting, refined scope and schedule, draft community engagement plan, project coordination protocols*

#### Task 1.2 Advisory Committee Kick-Off Meeting

This meeting will initiate the process of working with the project Advisory Committee. Topics to cover in the meeting will include:

- Introduction of the Elan Team
- Project Advisory Team introductions
- Review of the project approach, work plan, and schedule
- Identification of key stakeholders
- Initial SWOT Exercise

*Deliverable: Advisory Committee kick-off meeting and meeting notes.*

## Task 2: Understanding Watertown's Needs and Opportunities

The goal of this task is to understand Watertown's existing context, current trends, planned projects, and stakeholder priorities.

### Task 2.1 Summarize Past and On-Going Planning Efforts

The Elan Team has recently completed the City's DRI Strategic Investment Plan. A component of that work involved the same task. The work completed in the DRI process will be utilized here in the Comprehensive Plan as well.

*Deliverable: Briefing report of past and on-going planning efforts (note: the summary used in the DRI Strategic Plan will be used as the foundation. Additions will be made, as necessary.*

### Task 2.2 Mapping & Analysis

The Elan Team will utilize Geographic Information Systems to analyze existing conditions in the City, revealing deeper insights into data, such as patterns, relationships, and situations to help inform recommendations made later. Mapping will include:

- Existing Land Use
- Existing Zoning
- Environmental features: steep slopes, wetlands, flood plains, natural habitats, known brownfields
- Asset inventory: parks, open spaces, trails (existing and planned), key destinations, academic and cultural institutions, historic assets, scenic viewing areas
- Current, emerging and projected demographic trends and opportunities
- Potential underutilized, catalyst or development opportunity sites along the riverfront and in and around the Village.
- Publicly-owned land or right-of-way and any privately-owned but development-restricted land adjacent to the riverbank.
- Transportation network: high traffic volume roadways, existing and proposed bike connections, bus routes

*Deliverable: Up to 10 hard copy prints of 11"x17" maps; one set of 24"x36" maps; all maps in PDF format and all GIS mapping data; briefing report identify trends, patterns and opportunities*

### Task 2.3 Economic & Demographic Overview: Yesterday & Today

Using existing economic and demographic data, the Elan Team will develop an overview of the City of Watertown's economic and demographic trends. The American Community Survey will be the primary source of information collected, including past and projected data. Existing reports recently completed will also be used as a starting point for some aspects, such as the recently completed housing study undertaken by the Development Authority of the North Country. The information will primarily be presented with the use of tables, charts and infographics. Data to be reviewed will include:

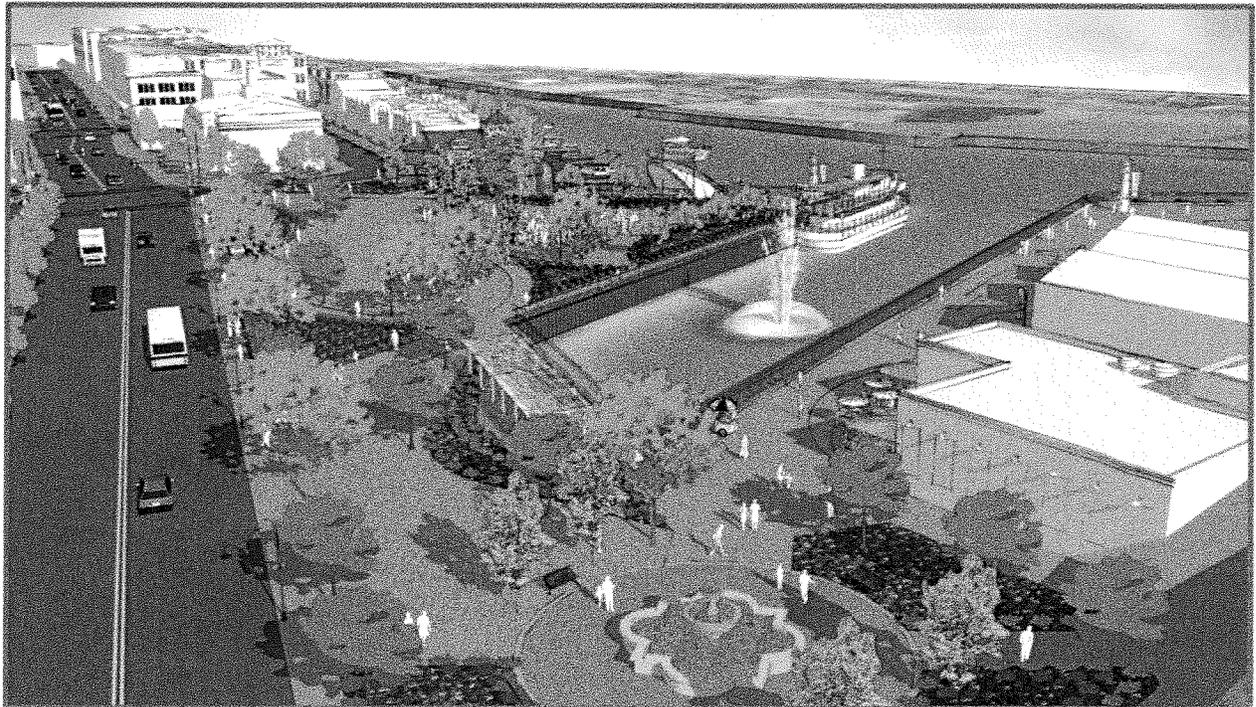
- Population
- Households
- Race & Ethnicity
- Age & Sex
- Income & Poverty
- Educational Attainment
- Housing Units: Tenure & Occupancy

*Deliverable: Existing conditions briefing report, including housing analysis to identify opportunities and gaps in DANC's recently completed housing market analysis*

#### Task 2.4 Economic Development Opportunities Analysis

This section will provide an overview of Watertown's economy including the industry and business mix, employment, and workforce characteristics and trends with a focus on identifying future opportunities to grow the City's economy. An economic base analysis will be provided that identifies the largest, fastest growing, most concentrated (location quotient analysis), and most competitive industries (shift-share analysis). A retail leakage analysis will also be conducted to examine gaps in the City's current retail offerings. A SWOT analysis will be prepared using the economic base data analysis, public input, and other information collected throughout the planning process. The analysis provided in this section will inform economic development strategies and help the city prioritize the industries and businesses to focus its efforts on.

*Deliverable: Existing opportunities briefing report*



#### Task 2.5 Evaluation of Existing Historic, Art & Cultural Opportunities

The recognition of a Watertown's arts and culture assets (and the marketing of them) is an important element of enhancing the City's economic development potential. Creatively acknowledging and marketing these assets can attract a strong workforce and new business, as well as help sustain a positive quality of life. The Elan Team will inventory these assets in the City and interview those responsible for each to seek new opportunities going forward.

*Deliverable: Existing conditions and opportunities briefing report*

#### Task 2.6 Existing Zoning Diagnostic

The Elan Team will review the various planning documents to identify proposed zoning recommendations and other recommendations as they relate to policy aspects as identified in the development of the Comprehensive Plan. The existing zoning ordinance and zoning map will also be reviewed to identify issues and inconsistencies, incorrect cross-references, and other key aspects that may be outdated and not consistent with NYS State General City Law. While the entire ordinance will be reviewed, emphasis will be placed on the allowed uses, dimensional standards, zoning map, and supplemental regulations. These aspects are at the heart of any zoning ordinance and should be aligned with the policy direction of the Comprehensive Plan. This zoning diagnostic will set the stage for writing a new zoning ordinance for the City.

*Deliverable: Focus Group meeting to review existing zoning ordinance; 'station' dedicated to existing zoning at the planned Open House events; zoning diagnostic briefing highlighting needs for change to be consistent with the policies and projects recommended in the Comprehensive Plan.*

#### Task 2.7 Community Engagement

The Elan Team believes that every successful project is built on a strong foundation of community engagement. By involving the public and key stakeholders early and often a level of ownership and buy-in is created. It can also help build local capacity by finding the local 'champions', educating them on the planning process, and equipping them the tools necessary to realize success. Our engagement methods will involve the following:

- **Stakeholder Interviews & Focus Groups.** The ELAN Team will work with the Advisory Committee to develop a list of important stakeholders to be consulted in the process. We will facilitate a series of focus group discussions and individual interviews in order to gather additional perspectives to the process. Potential Focus Groups may be created around common themes/expertise areas such as economic development and business owners; transportation and infrastructure; historic preservation and neighborhood development.
- **Open House Events.** Public Open House events are a low-key method of gathering thoughtful input from a variety of interested prospective participants that might otherwise be intimidated to participate sharing their thoughts and ideas. Our open house events are set up with a series of stations that allow participants to use stick ing notes and dots to express their input. These stations are set up around particular topic areas, specific questions and key sites that we are looking for ideas. Our professional

staff also participates in these events to have one-on-one conversations with individuals that just need to talk through a topic. Our experience with these events has allowed us to receive meaningful, thoughtful input from a variety of perspectives, and it removes the opportunity for a meeting to be hijacked by an individual with a specific issue. We recommend having a series of these open house events to be set up based on the elementary school boundaries. Using these boundaries as a starting point will also allow us to uncover very specific information at a 'neighborhood' level. We recommend that an open house event take place twice in each of these areas, once near the early stages of the process and again near the end.

- **Project Website.** The Elan Team will create a website that will be linked to the City's website. The intent of the website will be to share draft report materials, gather community input and to announce project meetings and updates.
- **Photovoice.** Photovoice is a tool used in community development to document places of interest, good or bad, and to help build community relations, bringing new insights and perspectives which raise awareness of hidden or overlooked issues and aspects of the community. The Elan Team will use the project website to gather and organizes these places of interest. We also believe that our elementary school-based outreach organization will help to garner even more insights from the community.

*Deliverable: Summaries of interviews and focus groups; overview of Open House events key takeaways report; project website; briefing report of all outreach common themes and key findings*



*An Elan Public Open House Event*

### **Task 3: Setting the Vision & Goals**

A vision statement is a future-oriented declaration of Watertown's purpose and aspirations. The following goals will flow directly from the vision. Very often, goals are established for the various functional components of the Comprehensive Plan, such as land use and zoning, transportation, housing and neighborhoods, economic development, and parks and recreation. These goals will then help to establish the foundation for the supporting project and policy recommendations that follow.

To establish the Vision and Goals, participants will be asked at the initial Open House events to share their top five words that emulate their vision for the future of Watertown. These words are then grouped based on their similarities and will be woven into the Vision Statement and Goals to be developed by the Advisory Committee. When a draft of the Vision and Goals are completed, they will be posted on the project website for community comments.

*Deliverable: Community-driven Comprehensive Plan Vision and supporting goals*

### **Task 4: Comprehensive Plan Development**

Based on community, Advisory Committee, and stakeholder feedback from earlier tasks, we will begin to develop draft policy and project recommendations. We have two alternative approaches for developing these recommendations that will be vetted with the Planning Department and Advisory Committee before a preferred approach is finalized. The first approach involves a more traditional approach in which recommendations are organized by specific topic areas, such as land use and zoning, transportation, economic development, etc. An alternative approach is to develop the Comprehensive Plan as a collection of "neighborhoods." The same type of topic area information is developed for each "neighborhood", and includes a Citywide Policy Plan. The advantage to this approach is that it often leads to a higher degree of both pride and ownership among residents residing within various parts of the City. For Watertown, this approach may also lead to the creation of Neighborhood Associations, which can become important partners in community revitalization.

#### **Task 4.1 Preliminary Policy & Project Recommendations**

Watertown's ultimate redevelopment and revival will be most successful if the Comprehensive Plan thoughtfully integrates the various systems that make up the community. Zoning must reflect future land use patterns. Transportation systems must be coordinated with new investments and integrate multi-modal considerations. Parks and trails will catalyze development and create value. Sustainability goes hand in hand with human health and environmental education opportunities. Our approach to the creation of your Comprehensive Planning will begin with development of preliminary concepts for improvements and transformations, integrating economic development ideas with housing, parks, and quality public spaces; mobility and connectivity recommendations; emerging technologies based on Smart Cities principles; enhancements to stormwater and environmental systems; and recommendations for a new, modern zoning ordinance.

This phase will include the development of concept design drawings for catalytic

development projects indicating building massing, relationship to the public realm and context. These drawings will be an important step toward showing urban design and architectural guidelines for future development, particularly when zoning is being developed in follow up work.

*Deliverable: Meeting facilitation to determine policy and project recommendations; Public Open House coordination; summary report of preliminary policy and project recommendations; graphic illustrations to help portray specific policy recommendations*

#### Task 4.2 Draft Comprehensive Plan

After developing a preliminary set of policy and project recommendations with the Advisory Committee, the Elan Team will organize the second series of Community Open House events. These events will be organized in the same manner as the initial Open House events in that there will be a series of 'stations' set up throughout the room for participants to provide input with the use of sticky notes and dots. Again, the Elan Team members will be present to meet with residents to address specific questions and provide guidance.

After this event, the Advisory Committee will reconvene to refine policy and project recommendations. During refinement, additional detail will be added to the recommendations and developed into a Draft Comprehensive Plan.

*Deliverable: Public Open House to gather feedback from the community regarding preliminary policy and project recommendations for further refinement; Open House briefing report; emerging draft Comprehensive Plan*



#### Task 4.3 Implementation Strategy

This task involves a comprehensive evaluation of all recommendations and organizes them to be implemented in a manner that is consistent with community priorities and cumulatively builds on the success of other recommendations. The Elan Team will work with the Advisory Committee and Planning Department to prioritize capital improvements and policy changes. With this information, the Elan Team will create a proposed high, medium and low priority phasing schedule for implementation.

The Elan Team will also develop a list of potential funding strategies and creative solutions for implementation and funding of the Comprehensive Plan. The strategies will include public and private funding sources and mechanisms to address projects including remediation of brownfields, transportation improvements, pedestrian connections, and public space improvements. For the top priority projects, the strategy will consider a range of sources from grant opportunities to developer incentives such as job creation incentives and tax abatements.

Finally, implementation of the Comprehensive Plan will require collaboration, experienced management, and partnerships among multiple departments and entities within the community and the region. The Elan Team will work with the Advisory Committee to recommend roles and responsibilities for important implementation tasks. This component will provide a structure and direction for future collaboration while allowing flexibility.

*Deliverable: Final Implementation Strategy*

#### Task 4.4 Final Comprehensive Plan

In this final report, Draft Comprehensive Plan edits and refinements will be incorporated and the Implementation Strategy will be integrated into the documented.

*Deliverable: Final Plan Document*

Res No. 7

July 11, 2018

To: The Honorable Mayor and City Council

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

Subject: Authorizing and Supporting an Application for Funding through the New York Main Street Program for the Redevelopment of 75 Public Square

The owners of 75 Public Square, 624 Camp Ave, LLC, are currently seeking funding sources for the redevelopment and rehabilitation of their building. The building is the former Wine and Wire Music Building located on the north side of Public Square. 624 Camp Avenue, LLC, represented by Michael Pierce and Kenneth Bodah, purchased the building on June 22, 2018.

The building rehabilitation will involve restoring the façade(s), a new roof, and the build out of commercial spaces on several floors, plumbing, electrical and HVAC upgrades and other related improvements. The project will make significant exterior improvements and will provide additional commercial spaces to one of Public Square's anchor buildings.

The owners are seeking funding for a portion of the improvements from New York State's Consolidated Funding Application (CFA) from a grant through the New York Main Street Program, administered by NYS Office of Homes and Community Renewal. This program provides funds to stimulate reinvestment in properties located within mixed-use commercial districts located in urban, small town areas. The "Downtown Anchor" portion of this program is intended to help establish or expand cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations.

The City could apply on behalf of the project and would serve as the local program administrator/sponsor. The program can fund 75% of the project cost up to \$500,000. The 25% match would be the responsibility of the developer.

This building was under consideration as a project through the Downtown Revitalization Initiative (DRI) and was also considered last summer by the City Council as a potential project through the Restore NY grant program. The proposed public/private partnership, and the City's designation as a DRI Community, should make this project very competitive in the CFA process.

The application requires that the City Council approve a formal resolution supporting the application. A resolution has been prepared for City Council consideration that authorizes and supports the application for funding through the New York Main Street Program for the 75 Public Square Building Revitalization Project.

# RESOLUTION

Page 1 of 1

Authorizing and Supporting an Application for Funding through the New York Main Street Program for the Redevelopment of 75 Public Square

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Council of the City of Watertown desires to continue its efforts and long-standing commitment to revitalizing downtown Watertown, and

WHEREAS the New York State Office of Homes and Community Renewal (NYS HCR) has grant funding available through the New York Main Street Program for the purposes of stimulating reinvestment in properties located within mixed-use commercial districts and helping to establish or expand cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations, and

WHEREAS 75 Public Square, a key building in the downtown Watertown landscape, will be undergoing a transformative rehabilitation that will stimulate job growth and investment and will serve as a downtown anchor for years to come, and

WHEREAS the owners of the 75 Public Square, 624 Camp Ave, LLC, are seeking funding to complete the redevelopment and rehabilitation of their building, and

WHEREAS the City Council desires to assist with the restoration of the 75 Public Square Building by applying to the New York Main Street Program for funding to assist with significant exterior and interior improvements, and the construction of additional commercial spaces to one of Public Square’s anchor buildings,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby supports and authorizes the submission of an application for funding through the New York Main Street Program administered by the NYS HCR for the rehabilitation of 75 Public Square in downtown Watertown.

***Seconded by***

Res No. 8

July 10, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

Subject: Finding that the Construction of the Thompson Park Pool and Bathhouse Will Not Have a Significant Adverse Impact on the Environment

The design of the Thompson Park Pool and Bathhouse Project is progressing and Staff has been working with Strategic Development Specialists on a Consolidated Funding Application for grant funding through the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP).

One of the requirements of the application process is to submit documentation that the proposed project has been considered pursuant to the State Environmental Quality Review Act (SEQRA). The Engineering Department has determined that the project is an Unlisted Action and has completed Part 1 of the Short Environmental Assessment Form.

Engineering has also contacted several other involved agencies, including the NYS OPRHP, the Department of Environmental Conservation, the Department of Health and the Dormitory Authority of the State of New York to determine whether or not any of them object to the City Council acting as the Lead Agency for the SEQR review. None of the agencies object to the City establishing itself as the Lead Agency.

The Thompson Park Pool and Bathhouse Project involves the construction of a new one story, 3,952 square foot bathhouse structure, a new 4,654 square foot zero entry concrete pool and associated site improvements.

As stated in the attached report of City Engineer Justin Wood, the City Council, as Lead Agency, must respond to the questions in Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form before it may vote on the attached resolution. The resolution states that the Project will not have a significant adverse impact on the environment.

# RESOLUTION

Page 1 of 2

Finding that the Thompson Park Pool and Bathhouse Project Will Not Have a Significant Impact on the Environment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS the City of Watertown (City) is progressing the design and construction of the Thompson Park Pool and Bathhouse Project (“Project”), and

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

WHEREAS the construction of the Project would constitute such an “Action,” and

WHEREAS the City Council has determined the proposed Project is an “Unlisted Action” as that term is defined in 6 NYCRR Part 617.2 (ak), and

WHEREAS the City initiated a coordinated review with all other involved agencies and received no objections to the City Council being established as the lead agency, and

WHEREAS to aid the City Council in its determination as to whether the Project will have a significant impact on the environment, Staff has prepared Part 1 of a Short Environmental Assessment Form (EAF), a copy of which is attached and made part of this resolution, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2,

NOW THEREFORE BE IT RESOLVED that the City Council hereby establishes itself as Lead Agency for the Project, and

# RESOLUTION

Page 2 of 2

Finding that the Thompson Park Pool and Bathhouse Project Will Not Have a Significant Impact on the Environment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that:

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

*Seconded by*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 10 July 2018

TO: Bradford Minnick, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: SEQRA Review – Thompson Park Pool and Bathhouse Project

In accordance with the provisions of Article 8 of the Environmental Conservation Law “Environmental Quality Review Act,” Part I of a Short Environmental Assessment Form has been prepared. The City considers the project an Unlisted Action.

Further, the City of Watertown has established Lead Agency designation for SEQRA review of the Thompson Park Pool and Bathhouse Project. Part 1 of the short EAF form EAF has been completed for City Council review.

Please prepare a resolution for City Council to complete Parts 2 & 3 of the EAF and issue a determination of significance.

## Short Environmental Assessment Form

### Part 1 - Project Information

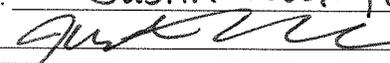
#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>							
Thompson Park Pool and Bathhouse Project, City of Watertown, NY 13601							
Name of Action or Project: Unlisted							
Project Location (describe, and attach a location map): Thompson Park, Parcel Number 12-30-101.000							
Brief Description of Proposed Action: Construction of a new 1 story 3,952sf Bathhouse Structure, new 4,654sf Zero Entry Concrete Pool, and associated site improvements at the Thompson Park, Watertown, NY 13601.							
Name of Applicant or Sponsor: City of Watertown		Telephone: 315-785-7740 E-Mail: jwood@watertown-ny.gov					
Address: 245 Washington Street							
City/PO: Watertown		State: NY	Zip Code: 13601				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		191.3 acres					
b. Total acreage to be physically disturbed?		0.90 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		191.3 acres					
4. Check all land uses that occur on, adjoining and near the proposed action.							
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)							
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____							
<input checked="" type="checkbox"/> Parkland							



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	<b>NO</b>   <input checked="" type="checkbox"/>	<b>YES</b>   <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	<b>NO</b>   <input checked="" type="checkbox"/>	<b>YES</b>   <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	<b>NO</b>   <input checked="" type="checkbox"/>	<b>YES</b>   <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Justin Wood, City Engineer</u> Date: <u>07-11-18</u> Signature: <u></u>		

Agency Use Only [If applicable]

Project:

Date:

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

**PRINT FORM**

Project:

Date:

**Short Environmental Assessment Form**  
**Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- 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.

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. 9

July 10, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

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

For years, the City of Watertown and the Watertown Minor Hockey Association have entered into an Agreement that allows their organization to rent ice time at the City-owned Municipal Arena. As noted in the attached report from Superintendent Erin Gardner, we are now proposing a three-year term at a flat rate of \$46,000.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will be available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

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

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS the City of Watertown owns and operates a Municipal Arena, and

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

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

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

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

**Seconded by**



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER  
Superintendent

**Date:** July 10, 2019  
**To:** Mr. Brad Minnick, City Manager  
**From:** Erin E. Gardner, Superintendent of Parks & Recreation  
**Subject:** Watertown Minor Hockey Association Ice Agreement

Attached for City Council review and consideration is the agreement between the City of Watertown and the Watertown Minor Hockey Association.

The City will charge the Association a flat rate of \$46,000.00 for a 3 year term, ending in April, 2021. Last year the Association was charged \$70.00 per hour. All payments will be made to the City Comptroller in advance of ice usage.

The City of Watertown is working very closely with the Association to ensure that the 2018-2021 ice hockey seasons are successful.

Superintendent Gardner will be in attendance at the meeting to answer any questions Council Members may have.

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

This Agreement is being made and is intended to be effective as of September 16, 2018 for a period of one (3) ice seasons between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

**INTRODUCTION**

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

**WHEREAS** the City desires to promote future recreational activities at the ice arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

**WHEREAS** in pursuit of that public purpose, the City desires to grant a bulk ice time agreement for the 2018-21 ice seasons to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

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

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the City and the Watertown Minor Hockey Association agree as follows:

**AGREEMENT**

**SECTION I – TERM**

The term of this agreement shall be from September 16, 2018 (the anticipated first day of ice in the Arena) through April 7, 2021.

**SECTION II – PROPERTY**

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, locker rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

**SECTION III – NONASSIGNABILITY**

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

**SECTION IV – COMPENSATION**

- A. It is understood that the Association will pay \$46,000.00 for all ice time. Any ice time outside of this contact will be billed at \$80.00 per hour.
- B. It is understood that payment by the Association must be made by the 1<sup>st</sup> day of the month for that month’s scheduled ice time.
- C. It is understood that the Association will be the only minor hockey association to have permanent regularly scheduled ice time.
- D. It is understood that the Association will use limited ice time in the month of April.
- E. The Association will have use of the party room for minor hockey registration, board meetings and end of the season awards/banquet. The Association will also be permitted to bring in their own food/beverage for these events limited only to Minor Hockey Members. The Association is responsible for reserving this room through the Parks and Recreation office.
- F. The Association will have use of coach’s office room #127 as indicated on Exhibit (A), for the duration of this contract.
- G. The Hockey Association will be permitted to continue to utilize space within the Arena for storage of hockey-related equipment , during the hockey season for the duration of this agreement. Property stored on City property must be insured and proof of property coverage must be submitted to the City by September 16th, 2018. The City will not be responsible for holding insurance coverage on the Association’s equipment.

**SECTION V – ICE TIME**

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

Day of the Week	Time of Day
Sunday	7:00 a.m. to 1:05 p.m.;

	3:10 p.m. to 6:10 p.m.
Monday	6:00 p.m. to 8:30 p.m.
Tuesday	4:40 p.m. to 7:25 p.m.; 9:00 p.m. to 10:00 p.m.
Wednesday	7:20p.m.to 8:30p.m.
Thursday	5:05 p.m. to 7:05 p.m.
Saturday	7:00 a.m. to 1:05 p.m. 4:40 p.m. to 7:30 p.m.** 4:40 p.m. to 6:50 p.m.***

\*\*Saturday ice will extend to 7:30 p.m. when no Semi-pro or Professional game is scheduled.

\*\*\* Saturday ice time will end at 6:50 p.m. when the Semi-pro or Professional team have a scheduled home game.

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

Day of the Week	Time of Day
Columbus Day	7:00 a.m. to 10:35 a.m.
Veterans' Day	7:00 a.m. to 10:35 a.m.
Wednesday before Thanksgiving	7:00 a.m. to 10:35 a.m.
Friday after Thanksgiving	7:00 a.m. to 10:35 a.m.
Christmas School vacation	7:00 a.m. to 10:35 a.m.
Martin Luther King Day	7:00 a.m. to 10:35 a.m.
Winter School vacation	7:00 a.m. to 10:35 a.m.

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

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve after afternoon public skate, Christmas Day, New Year's Eve after afternoon public skate, New Year's Day and Easter and therefore no ice time will be available and time missed will not be reimbursed.

E. The Hockey Association agrees to give up practice ice time and allow for annual events such as all local High School Hockey Games and for Watertown Figure Skating Club's annual testing session, exhibition and show, Fort Drum Army Hockey and any Semi-professional or Professional hockey games. Time given up will be logged in the Parks and Recreation office. That time can be used

until the end of the current season. If the time is not used, the time will be lost. No monetary reimbursement will be given to the Club.

- F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Hockey Association will use their own scheduled ice time first before canceling another group's time.
- G. The City acknowledges that tournaments on Friday's will need the ice from 5:00pm-9:00pm and all weekend tournaments may need the City's public skate slots. All efforts will be made by the Association to do it's best to work around the City's public skate slots.
- H. The Association is permitted to host other area youth hockey associations during their schedule ice times providing the visiting association is named on the certificate of liability insurance.
- I. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.
- J. Any additional time requested by the Hockey Association above and beyond the ice time slots listed in Section V of this Agreement, will be billed at \$80.00 per hour.

#### **SECTION VI – MAINTENANCE**

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

#### **SECTION VII – INSURANCE**

- A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Hockey Association's commencement of any activities on the premises.

#### **SECTION VIII – HOLD HARMLESS**

The Hockey Association shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to

property sustained by any person or entity by reason of the Hockey Association's operation, use or occupation of the premises, or by or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

#### **SECTION IX – TERMINATION**

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

- A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.
- B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

#### **SECTION X – NO RECOURSE**

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

#### **SECTION XI – VENUE AND APPLICABLE LAW**

- A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.
- B. This agreement shall be construed in accordance with the laws of the State of New York.

#### **SECTION XII – SAVINGS CLAUSE**

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

#### **SECTION XIII ENTIRE AGREEMENT**

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

**SECTION XIV – NOTICE**

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

City:

Association:

City Manager  
245 Washington Street  
Watertown, New York 13601

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

**IN WITNESS WHEREOF**, the City and the Hockey Association have caused this agreement to be executed by the parties and is to be effective as of September 16, 2018.

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Brad Minnick, City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: \_\_\_\_\_  
David Cushman, Board President

Res No. 10

July 11, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

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

For years, the City of Watertown and the Figure Skating Club of Watertown have entered into an Agreement that allows their organization to rent ice time at the City-owned Municipal Arena. As noted in the attached report from Superintendent Erin Gardner, we are now proposing a three-year term at a rate of \$80 per hour, increased from last year's rate of \$70 per hour.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will be available at the meeting to answer any questions Council Members may have.

# RESOLUTION

Page 1 of 1

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

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the City of Watertown owns and operates a Municipal Arena, and

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

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

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

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

***Seconded by***



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER  
Superintendent

**Date:** July 10, 2018  
**To:** Mr. Brad Minnick, City Manager  
**From:** Erin E. Gardner, Superintendent of Parks & Recreation  
**Subject:** Figure Skating Club of Watertown Agreement

Attached for City Council review and consideration is the agreement between the City of Watertown and the Figure Skating Club of Watertown.

The City will charge the Club an hourly rate of \$80.00 per hour for a 3 year term, ending in April, 2021. Last year the Club was charged \$70.00 per hour. All payments will be made to the City Comptroller in advance of ice usage.

The City of Watertown is working very closely with the Club to ensure that the 2018-2021 seasons are successful.

Superintendent Gardner will be in attendance at the meeting to answer any questions Council Members may have.

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

This Agreement is being made and is intended to be effective as of September 16, 2018 for a period of one (3) ice seasons between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "City") and the Figure Skating Club of Watertown (the "Club"), P. O. Box 411; Watertown, NY 13601.

**INTRODUCTION**

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

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

**WHEREAS** in pursuit of that public purpose, the City of Watertown desires to grant ice time for the 2018-21 ice season to the Figure Skating Club of Watertown for the operation, management and maintenance of a figure skating program for the use of the people in the community wanting to learn and improve figure skating skills, and

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

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the City of Watertown and the Figure Skating Club of Watertown agree as follows:

**AGREEMENT**

**SECTION I – TERM**

The term of this agreement shall be from September 16, 2018 (the anticipated first day of ice in the Arena) through April, 2021.

**SECTION II – PROPERTY**

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

**SECTION III – NONASSIGNABILITY**

The City and the Club agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Figure Skating Program at the property by the Club, and that this agreement may not be assigned by the Club to any other person or entity.

**SECTION IV – COMPENSATION**

- A. It is understood that the Club will pay \$80.00 per hour for all ice time where there is no admission charge to the public.
- B. It is understood that payment by the Club must be made by the 1<sup>st</sup> day of the month for that month’s scheduled ice time.
- C. It is understood that the Association will use limited ice time in the month of April.
- D. The City will allow the Club to provide food during the competition and show during their annual competition, for judges and coaches only. However, the City-owned concession stand shall be the sole source of food and drink within the Municipal Arena at all other times. Additionally, the Club will be permitted to engage in fundraising activities at the competition and show during the dates selected for their Annual Figure Skating Show and their Annual Figure Skating Competition.
- E. The Club will have use of coach’s office rooms #124 and #125 as indicated on Exhibit (A), the term of this contract.
- F. The Club will have use of the party room for their Board Meetings which are conducted during a time in which the Club has paid for ice time. The Club must call and reserve the party room in advance.
- G. The Club will have use of 10 tables and 20 chairs for the season.

**SECTION V – ICE TIME**

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

Day of the Week	Time of Day
Monday	2:45 p.m. to 5:45 p.m.
Wednesday	4:40 p.m. to 7:10 p.m.
Friday	2:45 p.m. to 6:50 p.m.
Saturday	3:00 p.m. to 4:30 p.m.

- B. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours notice. The City at that point shall have the option to resell the ice time without affecting this contract. If the City is able to sell the ice time, the Club will be reimbursed the time. Scheduled time missed without notification to the Parks and Recreation office will not be reimbursed.

- C. The Club recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve after afternoon public skate, Christmas Day, New Year’s Eve after afternoon public skate, New Year’s Day and Easter and therefore no ice time will be available and time missed will not be reimbursed.

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

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

#### **SECTION VI – MAINTENANCE**

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

#### **SECTION VII – INSURANCE**

A. The Club agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Club's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Club shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Club's commencement of any activities on the premises.

#### **SECTION VIII – HOLD HARMLESS**

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

#### **SECTION IX – TERMINATION**

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

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

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

#### **SECTION X – NO RECOURSE**

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

#### **SECTION XI – VENUE AND APPLICABLE LAW**

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

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

#### **SECTION XII – SAVINGS CLAUSE**

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

#### **SECTION XIII – ENTIRE AGREEMENT**

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

#### **SECTION XIV – NOTICE**

All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed to the following addresses:

The City:

Brad Minnick, City Manager  
245 Washington Street  
Watertown, New York 13601

The Club:

Cory Price, Board President  
P.O. Box 411  
Watertown, New York 13601

**IN WITNESS WHEREOF**, the City of Watertown and the Figure Skating Club of Watertown have caused this agreement to be executed by the parties and is to be effective as of September 19, 2016

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Brad Minnick, City Manager

FIGURE SKATING CLUB OF WATERTOWN

By: \_\_\_\_\_  
Cory Price, Board President

Res No. 11

July 11, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Approving Employment Agreement Between the City of Watertown and  
the City Manager

At the request of Mayor Joseph M. Butler, Jr., the attached resolution approves the Employment Agreement between \_\_\_\_\_ and the City of Watertown for the City Manager position.

Approving the Employment Agreement  
Between the City of Watertown and the  
City Manager

Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS City Council has completed its search for a full-time City Manager, having conducted a series of interviews with several qualified candidates, and

WHEREAS City Council has selected \_\_\_\_\_ to serve as City Manager pursuant to a written agreement authorized by the Watertown City Charter,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves an agreement between \_\_\_\_\_ and the City of Watertown as attached to this resolution and that the services of \_\_\_\_\_ shall commence on July 30, 2018.

**Seconded by**

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of July, 2018, by and between the City of Watertown, a municipal corporation hereinafter called "Employer" or "City Council", and \_\_\_\_\_, hereinafter called "Employee" or "City Manager."

### WITNESSETH

**WHEREAS**, Employer desires to employ the services of \_\_\_\_\_ as City Manager of the City of Watertown, as provided for in the Charter of the City of Watertown and in the Optional City Government Law as contained at Chapter 444 of the Laws of 1914; and

**WHEREAS**, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

**WHEREAS**, it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time that the City Council may desire; and

**WHEREAS**, Employee desires to be employed as City Manager of the City of Watertown;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **Section 1. Powers and Duties of the City Manager.**

The City Council hereby agrees to employ \_\_\_\_\_ as City Manager of the City of Watertown to perform the functions and duties specified in the Watertown City Charter and in the Chapter 444 of the Laws of New York of 1914, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

#### **Section 2. Term.**

- A. The City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager, subject to the provisions of Section 3 of this Agreement.
- B. The term of this Agreement shall be July 30, 2018 through July 29, 2020.

- C. In the event Employee voluntarily resigns as City Manager before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days advance notice unless the parties agree otherwise.

### **Section 3. Early Termination.**

#### **For “Just Cause”**

In the event the City Manager is terminated for “just cause,” then the Employer’s only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. “Just cause” is defined as the conviction of a crime, gross misconduct, other actions involving moral turpitude, or insubordination to a clear City Council directive. The term “crime” shall not be interpreted to include a minor local traffic infraction.

#### **Other Than For “Just Cause”**

- A. In the event employment of the City Manager is terminated, other than for just cause, and prior to the expiration of the term of this Agreement (as defined in Paragraph 3 (E), below), the City Council agrees to pay Employee three (3) months salary, on a biweekly basis, and continue to pay Employee’s health insurance premiums for a period of three (3) months from termination. In the event Employee commences comparable employment in his field prior to three months from the effective date of termination, the City Council’s obligation to pay for health insurance premiums and salary shall then cease. Employee shall make good faith efforts to seek such comparable employment.
- B. The employee shall be compensated for all accrued sick leave, vacation time, and all paid holidays up to termination. The Employer agrees to make a contribution to the Employee’s deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
- C. Contemporaneously with the delivery of all of the severance pay set forth above, the City Manager agrees to execute and deliver to Employer a release, releasing Employer from all claims that City Manager may have against Employer. Further, the Employer and the City Manager shall execute an agreement which binds each party to make no public comments that are negative or derogatory toward the other party.
- D. In the event City Council at any time reduces the salary, compensation or other benefits of the City Manager in an amount greater than that applicable as an across-the-board reduction for all management and management/confidential employees of the City, or the City Manager resigns following a suggestion, either formal or informal, by the City Council that he resign, then in that event the City Manager may, at his option, be deemed terminated, and entitled to the benefits as provided in Sections 3(A) and (B). However, prior to a “deemed” termination, the City manager must give the City Council notice of his/her intention to treat a particular action as a termination and provide the City Council ten (10) days to “cure” any claimed termination.

**Section 4. Salary.**

Employer agrees to pay \_\_\_\_\_ for his/her services as City Manager an annual gross salary of \$120,000 beginning July 30, 2018 and extending through July 29, 2019 (year 1). If the City Manager's performance is found to be satisfactory as determined during his annual evaluation, his/her salary shall be increased by 2% for the remainder of the term of this Agreement to (July 29, 2020) (year 2). The City Manager's salary shall be payable in installments at the same time as other employees of the City of Watertown are paid.

**Section 5. Retirement Benefits.**

- A. The City Manager shall be covered and governed by the same retirement system as all other non-public safety employees (New York State Employee Retirement System).
- B. In the event the City Manager shall retire (vested with at least 10 years service credit) while in the employ of the City, Employer will pay seventy-five percent (75%) of the premium for health insurance, and the Employee shall pay the remaining.
- C. The City Manager shall have the option of converting up to three (3) sick days and three (3) vacation days, per fiscal year, into dollars to be contributed to the employee's Section 457 deferred compensation plan.

**Section 6. Health Insurance.**

- A. The City Manager shall be covered by the same health plan as all other management employees. As a new management hire after 1/1/12, the City Manager shall pay 25% of the premium for individual health insurance coverage, or 19% of the health insurance premium for family coverage.

**Section 7. Other Benefits.**

- A. Employee may, at his/her option, carry over not more than ten (10) days vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year. Employee shall be credited with fifteen (15) days vacation in the first year of the Agreement, and fifteen (15) days vacation in the second year of this Agreement. Employee's accrual of sick leave shall be at the rate per the existing City policy for management employees.
- B. Mileage for travel outside Watertown City limits shall be reimbursed at the IRS rate.
- C. Employee shall be reimbursed for the expenses, not to exceed \$3,500.00, of moving Employee and his/her family and personal property from [Address], New York, to Watertown, New York. Said moving expenses include temporary lodging, packing, moving, unpacking, and insurance charges.
- D. Employee shall be provided with a cell phone.

**Section 8. Professional Development.**

Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on City time shall include: membership in the International City Management Association (ICMA), the New York State Municipal Management Association annual conference and dues, and the New York State Conference of Mayors annual conference.

**Section 9. Performance Evaluation.**

The City Council shall review and evaluate the performance of the City Manager as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Manager at the time of his/her review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, in light of performance by City Manager.

**Section 10. Indemnification.**

Employer shall defend and indemnify Employee, in accordance with Section 18 of the N. Y. Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Manager, unless those actions were illegal or otherwise outside the scope of his duties or authority.

**Section 11. Residence.**

Employee shall establish residency within the City of Watertown upon moving to the area.

**Section 12. Notices.**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor of the City of Watertown  
Suite 302, Municipal Building  
245 Washington Street  
Watertown, New York 13601

(2) EMPLOYEE: \_\_\_\_\_  
[to be filled in by Employee when his City residency is established]  
Watertown, New York 13601

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 13. General Provisions.**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, of portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. There shall be no changes in this Agreement unless agreed to in writing and approved by majority vote on the Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

**IN WITNESS WHEREOF**, the City of Watertown has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

\_\_\_\_\_  
Joseph M. Butler, Jr.  
Mayor of the City of Watertown

ATTEST:

\_\_\_\_\_  
City Clerk  
(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
[Name]

Res No. 12

July 12, 2018

To: The Honorable Mayor and City Council  
From: Vicky L. Murphy, Water Superintendent  
Subject: Hydro Plant Unit 1 Repairs

During scheduled maintenance on turbine #1 for the cleaning of the windings project, the contractors found that there was a short to ground on the rotor, and that 8 coils, out of 60 coils, were greater than 10% out of specification (over 5% is unacceptable). After cleaning, the unit was retested and the problem still existed. The unit cannot operate until repairs are complete.

Staff considers this to be an unforeseen condition affecting public property that requires immediate action which cannot await competitive bidding.

Three companies were asked to evaluate unit 1. Two of the three have submitted proposals which are very similar in scope and price for the repairs (\$433,400 & \$374,220). Additionally, staff is investigating an alternate method of making the repairs that could save money.

Based on the two scopes of work we currently have, the repairs will first involve disassembly of the upper portion of the turbine. This will be everything above the concrete sidewall. A support of some type will be needed for the shaft of the turbine while the work is being done. The rotor will have to be removed from the shaft and set on the floor. At which time all 60 coils will be removed and rebuilt. All 60 coils will be done to insure that we don't run into the same issue two or three years down the road. Also at this time, additional testing will be done to locate the short to ground on the rotor so it too can be repaired. Once all the repairs are done, the unit will be reassembled and tested again to make sure everything is working in the proper manner.

Once started, repairs are expected to take 10 to 12 weeks.

July 16, 2018

Resolution No. 12

Page 1 of 2

Authorizing Emergency Purchasing  
Procedures, Turbine No. 1,  
Hydroelectric Plant

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown’s hydroelectric plant turbine number one was found to be unable to operate, and

WHEREAS the failure of turbine number one has created an unforeseen occurrence that affects public property requiring immediate corrective action by the City as the failure will negatively impact down time of the hydroelectric plant, and

WHEREAS the City Water Superintendent, in coordination with the City Engineer, is reviewing a Scope of Services for the work needed to be completed, and

WHEREAS the City of Watertown, by its City Council, has determined that the continuing failure of turbine number one at the hydroelectric plant has created an unforeseen condition affecting public property that requires immediate corrective work such that the City may proceed to award a contract for necessary repairs without the public bidding requirements contained in Section 103 of the New York General Municipal Law, and

NOW THEREFORE BE IT RESOLVED that based on the nature of the failure of turbine number one at the hydroelectric plant, an unforeseen condition affecting public property was created, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to award a contract for necessary repairs under the emergency provisions of Section 103 of the New York State General Municipal Law.

***Seconded by***

Res No. 13

July 12, 2018

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Re-adoption of the Fiscal Years 2018-19 through 2022-23 Capital Fund Budget

It is necessary to re-adopt the Fiscal Years 2018-19 through 2022-23 Capital Fund Budget to add the project of repairing a turbine at the hydro-electric facility at an estimated cost of \$400,000.

Additionally, it has been discovered that the Pearl Street bridge project shown on page 297 of the Capital Budget was supposed to be the VanDuzee Street bridge project as correctly listed on page 274. The amount is correct at \$1,375,000. The Pearl Street bridge project was already approved in the Fiscal Year 2017-18 Capital Budget.

A resolution amending the Capital Fund Budget has been prepared for City Council consideration to correct this error and add the hydro-electric turbine repair.

# RESOLUTION

Page 1 of 1

Re-Adoption of Fiscal Years 2018-19 through 2022-23 Capital Budget

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS on June 4, 2018 the City Council adopted the Fiscal Years 2018-19 through 2022-23 Capital Budget, and

WHEREAS the adopted Fiscal Year 2018-19 Capital Fund Budget did not contain funding to repair a turbine at the hydro-electric facility, and

WHEREAS page 297 of the Adopted Fiscal Year 2018-19 Capital Budget incorrectly identified the Pearl Street Bridge project which was previously adopted in the Fiscal Year 2017-18 capital budget rather than the Van Duzee Street Bridge project as correctly identified on page 274,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2018-19 through 2022-23 Capital Budget to add the repair of a turbine at the hydro-electric facility at an estimated cost of \$400,000 to the FY 2018-19 Capital Budget and,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby replaces the Pearl Street bridge project with the attached Van Duzee Street bridge project.

***Seconded by***

FISCAL YEAR 2018-2019  
 CAPITAL BUDGET  
 FACILITY IMPROVEMENTS  
 HYDRO-ELECTRIC FACILITY

PROJECT DESCRIPTION	COST
<p>Hydro-electric Facility Turbine Repair</p> <p>The repairs to turbine number one will first involve disassembly of the upper portion of the turbine. This will be everything above the concrete sidewall. A support will be needed for the shaft of the turbine while the work is being done. The rotor will be removed from the shaft at which time all 60 coils will be removed and rebuilt. All 60 coils will be done to insure that we don't run into the same issue two or three years down the road. Also at this time, additional testing will be done to locate the short to ground on the rotor so it too can be repaired. Once all the repairs are done the unit will be reassembled, and tested again to make sure everything is working in the proper manner.</p>  <p>Funding to support this project will be through the issuance of a 10 year serial bond with projected FY 2019-20 debt service of \$52,000.</p>	<p>\$400,000</p>
<b>TOTAL</b>	<b>\$400,000</b>

**FISCAL YEAR 2018-2019  
CAPITAL BUDGET  
INFRASTRUCTURE  
BRIDGES**

PROJECT DESCRIPTION	COST
<p>Van Duzee Street Bridge (BIN 2220210)</p> <p>The Van Duzee Street Bridge is located between Main Street West and Coffeen Street. It was constructed in 1993 and spans approximately 450 ft, across the Black River, with a curb to curb width of 28 feet.</p> <p>Bridge reconstruction would include:</p> <ul style="list-style-type: none"> <li>- Deck repair and Thin Polymer Overlay</li> <li>- Concrete fascia repair, bearing and beam end cleaning and painting</li> <li>- Replace rubber bridge joint seals</li> <li>- Seal exposed concrete surfaces (i.e. sidewalks, piers, abutments)</li> </ul>  <p>Funding to support this project was applied for to NYS for the 2018 NYS DOT BRIDGE NY program. If successfully awarded funding, project will proceed.</p>	<p><b>\$1,375,000</b></p>
<b>TOTAL</b>	<b>\$1,375,000</b>

Ord. No. 1

July 12, 2018

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance Amendment - Hydro-electric Capital Projects

Earlier in the agenda, City Council was presented with resolutions regarding repairing a hydro-electric facility turbine. If all resolutions regarding the repair were approved, City Council needs to also consider amending the current bond ordinance for hydro-electric facility improvements to include the turbine repair at an estimated cost of \$400,000.

**ORDINANCE**

An Ordinance Amending the Ordinance Dated May 21, 2018, Authorizing the Issuance of \$1,400,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction and Equipping of the City's Hydro-Electric Generating Facility, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,800,000

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

***Introduced by***

\_\_\_\_\_

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on July 16, 2018, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

The following ordinance was offered by Council Member \_\_\_\_\_, who moved its adoption, seconded by Council Member \_\_\_\_\_, to wit:

**BOND ORDINANCE DATED JULY 16, 2018.**

WHEREAS, by ordinance dated May 21, 2018, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$1,400,000 bonds of said City to pay the cost of the partial reconstruction and equipping of the City's hydro-electric generating facility, including, but not limited to, water intake chamber improvements, excitation system improvements and canal spilling resurfacing, and incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, a class of objects or purposes, at an estimated maximum cost of \$1,400,000, in and for the City of Watertown, Jefferson County, New York; and

# ORDINANCE

An Ordinance Amending the Ordinance Dated May 21, 2018, Authorizing the Issuance of \$1,400,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction and Equipping of the City's Hydro-Electric Generating Facility, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,800,000

Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid specific object or purpose from \$1,400,000 to \$1,800,000, an increase of \$400,000 over that previously authorized, and to authorize the issuance of bonds sufficient to pay said estimated maximum cost; NOW, THEREFORE,

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

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted May 21, 2018, authorizing the issuance of \$1,400,000 bonds to pay the cost of the partial reconstruction and equipping of the City's hydro-electric generating facility, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, a class of objects or purposes, at an estimated maximum cost of \$1,400,000, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$1,800,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE PARTIAL RECONSTRUCTION AND EQUIPPING OF THE CITY'S HYDRO-ELECTRIC GENERATING FACILITY, IN AND FOR SAID CITY.”

....

“Section 1. For paying the cost of the partial reconstruction and equipping of the City's hydro-electric generating facility, a class of objects or purposes, presently expected to include, but not limited to, turbine repairs, water intake chamber improvements, excitation system improvements and canal spilling resurfacing, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$1,800,000 bonds of said City pursuant to the provisions of the Local Finance Law.

**ORDINANCE**

An Ordinance Amending the Ordinance Dated May 21, 2018, Authorizing the Issuance of \$1,400,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction and Equipping of the City's Hydro-Electric Generating Facility, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,800,000

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$1,800,000 and that the plan for the financing thereof is by the issuance of the \$1,800,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

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

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This ordinance is effective immediately.

Unanimous consent moved by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, with all voting “AYE”.

**ORDINANCE**

An Ordinance Amending the Ordinance Dated May 21, 2018, Authorizing the Issuance of \$1,400,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction and Equipping of the City's Hydro-Electric Generating Facility, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,800,000

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

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

_____	VOTING	_____

The ordinance was thereupon declared duly adopted.

\* \* \*

**APPROVED BY THE MAYOR**

\_\_\_\_\_, 2018  
Mayor

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on July 16, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

**ORDINANCE**

An Ordinance Amending the Ordinance Dated May 21, 2018, Authorizing the Issuance of \$1,400,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction and Equipping of the City's Hydro-Electric Generating Facility, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,800,000

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

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

Newspaper and/or Other News Media      Date Given

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

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

Designated Location(s) of Posted Noticed      Date of Posting

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on July \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk  
(CORPORATE SEAL)

*Seconded by*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: July 9, 2018

TO: Bradford Minnick, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: CMAQ Application – Downtown Traffic Signal Improvements

NYS DOT is accepting applications for projects to reduce traffic congestion and vehicle pollution, through the Congestion Mitigation and Air Quality Improvement Program (CMAQ). The \$44 Million program is limited to counties which did not attain National Ambient Air Quality Standards, which includes Jefferson County. The funding is an 80% federal, 20% local share, and will not be offered for at least another two years.

The City has a great opportunity to apply for funding to optimize traffic signals in the downtown area, which will reduce vehicle idling and emissions, as well as improve efficiencies for vehicle and pedestrian movements. The scope of work includes pedestrian and vehicle data collection, traffic modeling and optimization, upgrading traffic signals with wireless communication and detection capabilities.

The downtown area targeted for this project includes eleven (11) signalized intersections:

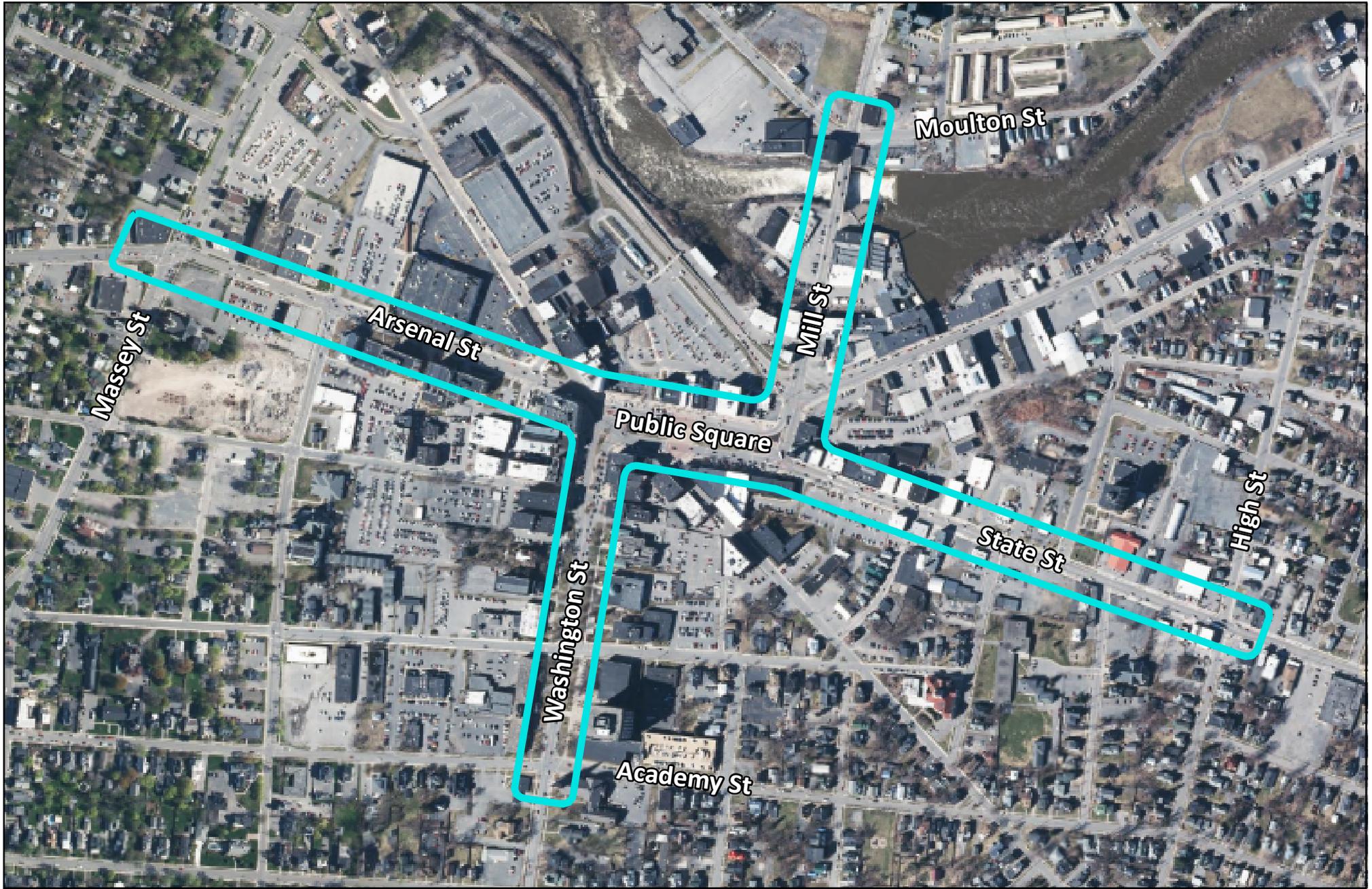
- Arsenal St (Massey St. to Public Square)
- Washington St. (Academy St. to Public Square)
- State St. (High St. to Public Square)
- Mill St. (Moulton/Main Ave. to Public Square)
- Public Square including mid block signals

The estimated cost of the project is \$467,000 (including \$187k for design & inspection, and \$280k for construction), of which the City's share would be 20%, or \$93,400. If successful and awarded the funding, the City would have to absorb 20% of the design cost in the current Fiscal Year Budget, which equates to \$27,000. The rest of the local share could be committed in the FY 19-20 budget.

With an eye on the future of downtown, and continued growth and investment by businesses, it is important to note this project allows us to improve traffic now, without locking us in to a single traffic pattern in perpetuity. This project will provide hardware upgrades for signals which could be relocated with the signal, should geometric changes be implemented.

Funding award announcements are anticipated for this fall, followed by execution of a State Local Agreement (SLA) late fall or winter, and project kickoff sometime thereafter. Construction must begin within 24 months of the execution of the SLA, which puts the project on a 2020 or 2021 construction timeframe.

The application is due July 27<sup>th</sup>, so with Council's concurrence, we will submit.



Public Square Area Traffic Signal Optimization and Coordination Project



# Department of Transportation

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION ALTERNATIVES PROGRAM  
CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM  
NOTICE OF FUNDING AVAILABILITY**

**May 2018**

## **Background**

The New York State Department of Transportation (NYSDOT) is making available up to \$100 million in funding to support bicycle, pedestrian, multi-use path and transportation-related projects and programs that help meet the requirements of the Clean Air Act. These funds, made available to the State through the Federal Highway Administration (FHWA) and administered by NYSDOT, are provided through the Transportation Alternatives Program (TAP) and the Congestion Mitigation and Air Quality Improvement Program (CMAQ). These funds represent 2 years of funding and are subject to federal appropriation.

## **Eligible Applicants**

The following entities are eligible for funding:

- Local Governments (Counties, Towns, Cities, and Villages)
- Regional Transportation Authorities
- Transit Agencies
- Natural Resource or Public Land Agencies (NYS Department of Environmental Conservation, NYS Parks, Recreation and Historic Preservation, local fish and game or wildlife agencies)
- Tribal Governments
- Local or Regional Governmental Transportation or Recreational Trail Entity
- New York State Department of Transportation (for CMAQ only)

## **Eligible Projects**

### **TAP**

TAP funds a variety of transportation related projects which increase options for non-vehicular transportation including:

- Planning, Design and Construction of infrastructure related projects to improve non-driver safety and access to public transportation and enhanced mobility;
- Construction of turnouts, overlooks and viewing areas;

- Safe Routes to School (enables and encourages children to walk or bike to school);
- Planning, design and construction of on-road and off-road facilities for pedestrians, bicyclists and non-motorized transportation users;
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists and non-motorized transportation users; and
- Planning, design, and construction of boulevards and other roadways largely in the right-of-way of former divided highways.

TAP also provides funding to support community improvement activities and environmental mitigation projects if they are a component of a project that is eligible under one of the above primary funding categories.

## **CMAQ**

CMAQ funds transportation projects which reduce vehicle emissions and/or traffic congestion in designated areas that do not meet, or previously did not attain National Ambient Air Quality Standards. Eligible activities include:

- Pedestrian and bicycle facility improvements;
- Travel demand management/rideshare programs;
- Congestion reduction and traffic flow improvements;
- Transit improvements, including limited operating support for new services;
- Freight intermodal operational improvements; and
- Development of alternative fuel infrastructure and clean vehicle deployment projects.

CMAQ funding in this solicitation is available only for these counties<sup>1</sup>:

Albany, Chautauqua, Dutchess, Erie, Genesee, Greene, Jefferson, Livingston, Monroe, Montgomery, Niagara, Onondaga, Ontario, Orleans, Rensselaer, Saratoga, Schenectady, Schoharie, and Wayne.

## **Funding Availability**

NYSDOT is soliciting candidate projects for TAP and CMAQ funding. A total of \$100 million is available for award:

- \$56.0 million in funding under TAP; and
- \$44.0 million in funding under CMAQ.

Project sponsors must submit an application for proposed TAP-CMAQ projects detailing the scope, benefits, schedule and costs. A highly-recommended Application Pre-Review process is available to sponsors who choose to have NYSDOT review and provide feedback on their project application(s). All applicants **must** attend a 2018 TAP-CMAQ Informational Workshop.

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<sup>1</sup> Other counties in the state are eligible for CMAQ funding, however, projects are selected under separate processes for the New York City metropolitan area and Orange County.

## Maximum Award/Matching Funds/Eligibility

The TAP-CMAQ project award shall be no less than \$250,000 and no greater than \$5.0 million for any single project. Eligible project costs may include planning, design/engineering services, right-of-way acquisition, construction and construction inspection. CMAQ projects may include public outreach and education costs; and operating assistance for new transit services for up to five years. Any costs beyond an authorized project award shall be the sole responsibility of the project sponsor. NYSDOT will provide up to 80 percent of the total eligible project costs with a minimum 20 percent match provided by the project sponsor.

## Project Review Process

TAP and CMAQ candidate projects will be evaluated on their ability to meet eligibility criteria and their rank in a data driven scoring process conducted by subject matter experts (NYSDOT and Non-NYSDOT). Recommendations will reflect the statutory geographic limitation of funds. Sponsors will be limited to a maximum of two project awards. Ultimately, a formal recommendation of project priorities will be submitted to the NYSDOT Commissioner for concurrence.

## Secondary Selection Factors

In addition to the formal evaluation criteria, project selection is permitted to incorporate into the final selection of eligible projects a secondary set of criteria which includes project type, eligible funding source, significance, and cost-effectiveness, as well as geographic balance. If the project does not meet all project eligibility requirements, points may be deducted from the project score.

## TAP Project Eligibility

- The project has an eligible sponsor.
- The project fits into one of the eligible TAP funding categories.
- The project relates to surface transportation (not exclusively recreational).

## TAP Project Evaluation Criteria

Category	Evaluation Criteria	Available Points
<b>Project Benefits</b>	<ul style="list-style-type: none"><li>• Project benefits and proposed solutions</li><li>• Innovation and creativity</li><li>• Improves safety</li></ul>	<b>20</b>
<b>Project Alignment</b>	<ul style="list-style-type: none"><li>• Alignment with TAP program and other surface transportation plans, projects and systems</li></ul>	<b>20</b>
<b>Essential Project Management Elements</b>	<ul style="list-style-type: none"><li>• Schedule</li><li>• Budget</li><li>• Right-of-Way assurance</li><li>• Match Assurance and ability to deliver the project</li></ul>	<b>60</b>
<b>Total Points:</b>		<b>100</b>
<b>Sponsor Submitted Application for Pre-review</b>		<b>Bonus Points: 5</b>
<b>Project Reviewed by a NYS Professional Engineer</b>		<b>Bonus Points: 5</b>

### CMAQ Project Eligibility

- The project has an eligible sponsor.
- The project is in one of the 19 eligible counties. (Albany, Chautauqua, Dutchess, Erie, Genesee, Greene, Jefferson, Livingston, Monroe, Montgomery, Niagara, Onondaga, Ontario, Orleans, Rensselaer, Saratoga, Schenectady, Schoharie, Wayne)
- The project fits into one of the eligible CMAQ funding categories.
- The project relates to surface transportation (not exclusively recreational).
- The project submission includes data for calculating the estimated emission benefits for targeted pollutants: carbon monoxide (CO), ozone precursors - nitrogen oxides (NO<sub>x</sub>) and volatile organic compounds (VOC), fine particulate matter (PM<sub>2.5</sub>), and particulate matter (PM<sub>10</sub>).

### CMAQ Project Evaluation Criteria

Category	Evaluation Criteria	Available Points
<b>Project Scope</b>	<ul style="list-style-type: none"> <li>• Project benefits and proposed solutions</li> <li>• Innovation and creativity</li> <li>• Improves safety</li> </ul>	<b>20</b>
<b>Project Alignment and Technical Benefits</b>	<ul style="list-style-type: none"> <li>• Alignment with CMAQ program and other surface transportation plans, projects and systems</li> </ul> <p><b><u>Congestion Mitigation:</u></b></p> <ul style="list-style-type: none"> <li>• How well the project reduces volume</li> <li>• How well the project improves travel time</li> </ul> <p><b><u>Emission Reduction:</u></b></p> <ul style="list-style-type: none"> <li>• Reductions in targeted pollutants</li> <li>• Cost Effectiveness</li> </ul>	<b>20</b>
<b>Essential Project Management Elements</b>	<ul style="list-style-type: none"> <li>• Schedule</li> <li>• Budget</li> <li>• Right of Way assurance</li> <li>• Match Assurance and ability to deliver the project</li> </ul>	<b>60</b>
<b>Total Points:</b>		<b>100</b>
<b>Sponsor submitted application for Pre-review</b>		<b>Bonus Points: 5</b>
<b>Project reviewed by a NYS Professional Engineer</b>		<b>Bonus Points: 5</b>

## Important Requirements and Information

- For full consideration, all projects must:
  - Conform to all Federal and State requirements, design specifications and construction standards.
  - Meet appropriate service life requirements for implemented project or service, and for infrastructure projects, provide full and year-round public access. If access is restricted, **any** restrictions to public access must be explained, reasonable and allowable under federal aid funding regulations.
  - Begin construction within 24 months from the execution of the State Local Agreement.
  - Have an eligible sponsor who is registered in New York State's Grants Gateway <http://grantsreform.ny.gov/> and has a New York State Statewide Financial System (SFS) vendor ID which may be obtained at: <http://www.osc.state.ny.us/vendors/>.
  - Have a complete application, submitted by the deadline, with all application attachments and supporting documentation included.
  - Have documented community support.
  - Have documented match assurance.
  - Identify any property rights to be acquired for the proposed project in the application. The Sponsor is responsible for and must certify that it will undertake the acquisition of these property rights and must be reflected in the project schedule. Failure to identify needed property rights or to properly acquire them in a timely manner may void the TAP-CMAQ award.
- Eligible sponsors must attend a 2018 TAP-CMAQ Informational Workshop. Workshop schedules and other related information are listed on NYSDOT's website at: [www.dot.ny.gov/TAP-CMAQ](http://www.dot.ny.gov/TAP-CMAQ).
- Other project considerations that will benefit TAP and CMAQ applications:
  - Sponsor requests a project pre-review. Application Pre-Review Request Forms must be submitted via email to [TAP-CMAQ@dot.ny.gov](mailto:TAP-CMAQ@dot.ny.gov) by the date specified in the [Schedule for Key Program](#) dates.
  - Sponsor has the project reviewed by a NYS Professional Engineer (PE) and a signed letter is included in the application stating the New York State PE reviewed the application.
- Project sponsors must submit final applications through NYS [Grants Gateway](#) Portal. See [Schedule for Key Program](#) dates.
- TAP-CMAQ program schedule, application guidance, instructions, information on the federal-aid process and other program resources for this solicitation are available on NYSDOT's web site at: [www.dot.ny.gov/TAP-CMAQ](http://www.dot.ny.gov/TAP-CMAQ)
- Once project selections are made, applicants will be notified whether or not their applications have been selected for award.
- Comments and questions regarding this TAP-CMAQ solicitation may be submitted via email to [TAP-CMAQ@dot.ny.gov](mailto:TAP-CMAQ@dot.ny.gov).
- NYSDOT will post [Frequently Asked Questions \(FAQs\)](#) to its web site and update the FAQs weekly.
- If the project does not begin implementation/construction within 24 months of the State Local Agreement execution, NYSDOT may rescind the award and repayment of Federal-Aid funds may be required, unless otherwise approved by NYSDOT.
- Any activities or purchases which occur prior to federal authorization are not eligible for reimbursement.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: July 11, 2018

TO: Bradford Minnick, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Parking Restrictions – 100 Block Central Street, 100 Block Paddock Street

At the July 2, 2018 City Council meeting, Councilman Henry-Wilkinson inquired about the parking prohibition on both sides of Paddock Street in the 100 Block. Also at that meeting, Councilwoman Ruggiero stated she received a complaint about parking along Central Street, across from Cheney Tire, which was making it difficult for State Street traffic to turn onto Central Street.

On the subject of parking on Paddock Street:

Parking is prohibited on both sides of Paddock Street between Sherman Street and Washington Street, per City Code Section 293-23. Based on research by City Clerk Ann Saunders, the prohibition first appeared in the City Code between 1986 and 1990; however, there are no Council Meeting minutes to explain why it was implemented. Oddly enough, parking is allowed on both sides of Paddock Street, between Sherman Street and Holcomb Street.

Paddock Street serves as a major connector between Washington Street and Massey Street South, and sees in excess of 5,000 ADT. It is also designated NYS Route 11 South between Holcomb Street and Washington Street, and is listed on the National Highway System. The street is approximately 28' wide, which allows two cars to pass each other next to a parked car, albeit narrowly. FHWA standards for a major connector require 12' lanes (unrestricted), which equates to 24' wide road, and would not allow for parking on either side. I inquired with NYSDOT on this matter to see if they knew of any federal or state restrictions on parking, and they do not. Thus it is up to the City to determine the needs for parking and to ensure adequate traffic flow is maintained.

Being a heavily traveled connector street, with the NYS Route 11 South designation, it is advisable to keep the southbound traffic flow free from parked cars, and therefore keep the parking prohibition on the southside of the 100 block of Paddock Street. Should Council determine it to be in the best interest of the public to amend the City Code to allow parking on the north side, there are no specific restrictions from doing so, nor concerns from Engineering at this time.

Further consideration could be given to restricting parking on the south side of Paddock Street between Sherman Street and Holcomb Street to provide consistency and maintain southbound traffic flow along the entire NYS Route 11 South corridor.

On the subject of parking on Central Street:

Following up on a concern brought forth by Councilwoman Ruggiero, is parking on Central Street at the State Street end. In the current City Code, parking is allowed on both sides of Central Street, which runs between State Street and Huntington Street. The street is 28' wide, and can accommodate parking on both sides like most local streets do. At the intersection with State Street, however, it can be difficult for northbound vehicles to enter the street if a vehicle is parked on the east side, and southbound vehicles are queued at the traffic signal. Prohibiting parking along the eastside of Central Street for the first 100' would help resolve this issue. If the parking restriction were extended to the first 250' of Central Street, it would cover the entire length of Cheney Tire's property, but is not necessarily warranted.

Next Steps:

Should City Council desire to amend or implement parking restrictions on Paddock Street and/or Central Street, an Ordinance to modify City Code Section 293-23 Parking prohibited at all times, will be prepared for City Council's approval at an upcoming meeting.



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



**ERIN E. GARDNER**  
Superintendent

**Date:** July 10, 2018  
**To:** Mr. Brad Minnick, City Manager  
**From:** Erin E. Gardner, Superintendent of Parks & Recreation  
**Subject:** Tennis Court Line Grant through United States Tennis Association

At the City Council Meeting on May 21, 2018, City Council granted permission for the Parks and Recreation Department to apply for a grant to assist in paying for the lining of the new tennis courts at Thompson Park.

On June 28, 2018, Superintendent Gardner was notified that the City was awarded the grant in the amount of \$800.00.