

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, September 17, 2018

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

PRESENTATIONS

NYCOM Service Awards for Employees

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Amended Lease Agreement Between the City of Watertown and S&V Baseball Management LLC
- Resolution No. 2 - Authorizing Intergovernmental Memorandum of Agreement By and Between NYS Division of Homeland Security and Emergency Services
- Resolution No. 3 - Accepting Bid for Thompson Park Wall Repair Project
- Resolution No. 4 - Accepting Bid for Purchase of Disc Pumps, Waste Water Treatment Plant
- Resolution No. 5 - Approving Supplemental Appropriation No. 2 for Fiscal Year 2018-19 for Various Accounts
- Resolution No. 6 - Approving the Special Use Permit Request Submitted by Anthony M. Heaney to Allow an Automobile Sales Lot at 1543 State Street, Parcel Number 5-14-103.000
- Resolution No. 7 - Approving the Memorandum of Understanding Between the City of Watertown and the Salvation Army – Watertown, NY Corps for the Near East Target Area Demolition Project

Resolution No. 8 - Reappointment to the Board of Assessment Review,
Matthew P. Saunders

Resolution No. 9 - Authorizing the Parking Lot Lease Agreement Between the
City of Watertown and the Jefferson County Local
Development Corporation

ORDINANCES

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$300,000 Bonds
of the City of Watertown, Jefferson County, New York, to
Pay the Cost of the Rehabilitation of a Retaining Wall on
North Down Drive in Thompson Park, in and for Said City

LOCAL LAW

PUBLIC HEARING

7:30 p.m. Community Development Block Grant Consolidated
Annual Performance and Evaluation Report

OLD BUSINESS

STAFF REPORTS

1. Recommended Short-Term Commitment to Continue the Dog Control
Program with the County
2. Tax Sale Certificate Assignment Request – 822 Bronson Street

NEW BUSINESS

EXECUTIVE SESSION

1. The proposed acquisition, sale or lease of real property when publicity would
affect the value thereof.
2. To Discuss Collective Bargaining.

WORK SESSION

Request Special Work Session for Monday, September 24, 2018, at 7:00 p.m. to
Discuss Acceptance of SAFER Grant.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
OCTOBER 1, 2018.**

Res No. 1

September 11, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Approving Lease Agreement amendment Between the City of Watertown and S&V Baseball Management LLC

At the November 6, 2017 meeting, City Council approved a three-year Lease Agreement with S&V Baseball for the Watertown Rapids.

As stated in Superintendent of Parks and Recreation Erin Gardner's attached report, S&V Baseball Management has requested to rent the office area at the Grandstand during the off-season months of October to March at \$500 per month.

Attached for Council consideration is a Resolution approving the amended Lease Agreement.

RESOLUTION

Page 1 of 1

Approving Amended Lease Agreement Between the City of Watertown and S&V Baseball Management LLC

- 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 facility known as the Alex T. Duffy Fairgrounds and the Fairgrounds is a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Fairgrounds 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 valid public purpose, the City of Watertown desires to contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities, and

WHEREAS S&V Baseball Management LLC owns and operates a summer collegiate baseball team, as a member and franchisee of the Perfect Game Collegiate Baseball League, and

WHEREAS on November 6, 2017, City Council approved a Lease Agreement with S&V Baseball Management LLC to have its team play baseball games within the confines of the Fairgrounds baseball fields and to contract to use, operate, manage and maintain the Fairgrounds baseball facilities, and

WHEREAS S&V Baseball Management LLC has now requested an amendment to that Lease Agreement to include rental of office space at the Grandstand during the off-season months of October to March,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Lease Agreement amendment between the City of Watertown and S&V Baseball Management LLC, a copy of which is attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Lease 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: September 11, 2018
To: Richard Finn, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: S & V Baseball Management Agreement Amendment

As Superintendent of the City of Watertown Parks & Recreation Department, I recommend that the City amend the agreement with S & V Baseball Management for the remainder of their current lease. The addition to the agreement is in Section IV-Compensation (rent).

S & V Baseball Management has requested to rent the office area at the Grandstand during the off-season months of October-March. The total square footage of the office area is 512 square feet. The City will be responsible for snow removal and will provide heat to the office area. The fair market cost to rent the office area is \$500.00 per month for the off-season.

Superintendent Gardner will be available to answer any questions that may arise.

LEASE AGREEMENT

**THE CITY OF WATERTOWN, NEW YORK AND
S&V Baseball Management LLC**

This Lease is being made and is intended to be effective as of April 1st, 2018 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and S&V Baseball Management LLC, with its principal offices located P.O. Box 184, Chaumont, NY 13622 at (“Baseball”).

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 Alex T. Duffy Fairgrounds (the “Fairgrounds”) within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Fairgrounds 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 contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities; and

WHEREAS, Baseball owns and operates a summer collegiate baseball team as a member and franchisee of the Perfect Game Collegiate Baseball League (PGCBL) and

WHEREAS, Baseball desires to have its team play collegiate baseball games within the confines of the Fairgrounds baseball field and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities; and

WHEREAS, the City undertook a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping baseball in the City for the recreation, entertainment and welfare of the people of the City, including the economic benefit such a team can bring.

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

AGREEMENT

Section I – Term of Lease

The term of this Lease Agreement shall be for the period, from April 1st, 2018 through March 31, 2021.

Section II – Premises Leased

The City agrees to lease to Baseball the premises generally known as the Alex T. Duffy Fairgrounds baseball field and all incidents thereto all of which consist of the grandstands, concession facilities, dugouts, press box, existing office furniture, 2-washers, 2 dryers, sound system and certain locker rooms as highlighted in yellow on the attached map, essentially that area bounded by the baseball field fence separating the baseball field from the remainder of the Fairgrounds, together with the immediately adjacent parking area (the “Premises”).

Section III – Non-Assignability and Non-Exclusivity

a. The City and Baseball agree that it is the purpose of this Agreement to contract for the use, operation, management and maintenance of the Premises, and that this is an agreement for the privilege of Baseball to use the Premises only for the purpose of collegiate baseball and baseball related activities. This Lease Agreement may not be assigned by Baseball to any person or entity, and Baseball agrees that the City’s consent to any assignment may be withheld for any reason, and in its sole discretion.

b. The City agrees not to enter into a lease for the Premises with any other minor league, professional or collegiate league team during the term of this lease, without the written consent of Baseball.

c. It is further understood that this Lease Agreement is non-exclusive, meaning that, at those times when the Premises are not being used for Baseball’s purposes, the City retains the right to make the Premises available for other uses to the extent that the use will not interfere with those purposes. It is expressly understood that the City may allow the playing field to be used by college, high school, little league or other local baseball teams, or to permit others to host outdoor concerts on the Premises on a non-interfering basis. At such times, it shall be the City’s responsibility to maintain the Premises in good repair. Baseball agrees it will cooperate with the City in making the Premises available to others and not unreasonably withhold access. The City will notify Baseball when a non-baseball event is scheduled for the Premises.

Section IV – Compensation (Rent)

a. As compensation for the use of the Premises, and during the term of this Lease, Baseball shall pay to the City a flat fee of \$10,000.00 for the first year. Each subsequent year the City will impose a 2% increase.

b. Baseball will provide the City Department of Parks and Recreation with a season schedule detailing all planned field use for games, practices and camps no later than April 1st of each year of this lease.

c. Payment must be made to the Parks and Recreation Department with 50% being paid on April 1st of each year and the remaining 50% to be paid on July 1st of each year. If payment is not made by Baseball on or before the scheduled due date, Baseball will not have access to the premises.

d. Baseball shall be allowed to rent the grandstand office during the off-season months of October-March during the term of this lease. The City will be responsible for all snow removal and provide heat to the office area. The monthly rental cost will be \$500.00. Payments are due to the Parks and Recreation Office before the 1st of each month.

Section V – Non-Alcohol Concessions and Advertising

a. It is the purpose of this Section to provide an incentive to Baseball or sub franchisee(s) to operate concessions during the term of the lease for all events held at the Premises for the benefit of both Baseball and the City. The City and Baseball agree that during the term of this lease, and for all events at the Premises, whether for Baseball purposes or otherwise, concession rights for the sale of food and non-alcoholic drinks, as well for baseball souvenir items sold on the Premises, shall be exclusive to Baseball. The City shall not permit nor allow mobile units or other vendors or concessions upon the Premises during events or activities being conducted by Baseball or others during the term of this lease. Prior to opening the concessions for sale of food and drink, Baseball will provide the City with all applicable licenses, including but not limited, required NYS Department of Health.

b. All expenses other than normal wear and tear, including repairs to appliances including a walk-in cooler, freezer, griddle, and beverage dispensers due to negligence or abuse incurred in providing concessions shall be at the sole expense of Baseball.

c. The City authorizes Baseball to install soda vending machines on the Premises. The City, in its sole discretion, can ask to have the vending machines removed if vandalism occurs.

d. Baseball shall be responsible for causing the non-alcohol concessions to be open and operated for all Baseball events. Additionally, Baseball shall be responsible for causing such concessions to be open and operated during the hours of Fair Week if an event is held in the grandstand area. In the event that non-Baseball events are held at the Leased Premises during Baseball's regular season, Baseball shall be responsible for causing the concession to be opened and operated for those events upon request.

e. Baseball will be allowed to sell Advertising to be placed within the Premises. There shall be no signs endorsing or sponsored by a political candidate. The Parks and Recreation Crew Chief must approve all advertising prior to installation. It will be the responsibility of Baseball to install and remove the Advertising, including the removal of all hardware. In the event that all signage and/or hardware is not removed by August ^{31st} of each year. Baseball will be responsible for reimbursing the City for the costs of removing said signage and/or hardware.

Section VI – Franchise for Sale of Alcoholic Beverages

a. Baseball desires to provide for the sale of beer at the collegiate games to be held pursuant to this Agreement, and the City grants such franchise upon the terms outlined in this section. Baseball may provide such sales itself or enter into a sub-franchise agreement with a person or entity who or which shall obtain a SLA license for beer sales for the Watertown Municipal Fairgrounds Main Baseball Field limited to the term of this Agreement.

“Baseball, and any person or entity with whom Baseball contracts for the sale of alcoholic beverages on the Premises, shall be bound by the terms of the City's “ABC Law, Rules and Guidelines,” as the same may, from time to time, be amended. A copy of the City's current “ABC Law, Rules and Guidelines” is attached to this Agreement as Exhibit “A.” Baseball and its sub-franchisee shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

Baseball or its sub-franchisee shall provide the City with a copy of any application for the license, and shall, at a minimum as part of the application, show the locations of all points of sale; indicate the manner in which control of the sale of alcoholic beverages will be maintained; contain an acknowledgement that it will discontinue the service of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police; provide proof of its liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate; and represent that the times of alcohol service must be no earlier than one-half hour prior to the commencement of any game and that all service will be discontinued at the end of the 7th inning stretch.

Baseball acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the sale of alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that Baseball or its sub-

franchisee has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, Baseball's right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

Baseball acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

(1) Baseball Games: At no time shall alcohol sales begin more than one hour prior to the start of the game, and all alcohol sales will cease at the end of the 7th inning stretch. If a double header is being played, sales shall end following the completion of the 5th inning of the second game.

(2) Other events: The sale of alcohol shall not be allowed more than one hour prior to the commencement of the event and shall stop at least one half hour prior to the scheduled conclusion of the event. "Other events" are defined as only the events taking place during the week of the Jefferson County Fair, or as specifically approved by the City Manager. Baseball acknowledges that this Lease Agreement contains no right to sponsor concerts or other events, and that City consent to the same may be withheld for any reason whatsoever.

Section VII – Adequacy of Leased Premises

- a. Baseball represents that the Premises satisfy the requirements of the Perfect Game Collegiate Baseball League and that the City shall not be obligated to make any changes to the Premises and the office space during the term of this Lease to satisfy any requirements of Baseball or the Perfect Game Collegiate Baseball League.
- b. Baseball shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Baseball shall include a statement that Baseball has examined and knows the condition of the Premises and has received the same in good repair and working order. Any exceptions by Baseball to the condition of the Premises at the time of their receipt shall be provided to the City in writing.
- c. The City will maintain the premises to the standards of the Perfect Game Collegiate Baseball League and to NCAA standards.

Section VIII – 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 Lease, and at its

own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

b. Baseball agrees to provide custodial maintenance of the Premises during the term of the Lease. Baseball is responsible for cleaning the Leased Premises after every game or practice. Baseball shall keep the Premises secure and keep unauthorized persons off of the roof in the grandstand area. If Baseball has the concessions open for a non-Baseball event, Baseball will still be responsible for custodial maintenance and cleanup of the Premises. Baseball must complete all custodial and maintenance clean-up until 10:00am the following day. Baseball agrees to schedule the delivery and removal of a dumpster and agrees to all costs associated.

c. The City agrees that it will maintain the baseball field. Baseball acknowledges, however, that the City's employees are not responsible for the laying and removal of the main field tarp prior to, during, or after any particular baseball game. Baseball must request permission to tarp the field from the Parks and Recreation Crew Chief. The City agrees ensure that the field is playable condition.

d. If all or any part of the Premises are damaged or destroyed by Baseball, or by any of its agents or employees, or by any of Baseball's patrons, or during any event for which Baseball is responsible, (for example, damage or destruction to the outfield fence), Baseball agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction.

Section IX – Office Space

that The office space as indicated on appendix B has been requested for use by Baseball from April 1st through October 1st for each year of this lease. This office space shall be considered part of the Premises for purposes of Section XVI.

The City will provide 50 folding chairs for Baseball's locker rooms. Baseball will be responsible for compensating the City for any lost or damaged chairs.

Section X – Concession Space

a. As part of the Fairgrounds Capital Improvement Project, the City constructed concession space. Baseball will have exclusive use of the concession space during the term of this Lease.

Section XI-COMPLIANCE WITH PROVISIONS/DEFAULT

Baseball shall comply with the terms and conditions of this agreement in all respects. Any failure by Baseball to comply with the terms of this agreement in connection with alcohol sales, failure to maintain Premises, failure to provide non-alcohol concessions, or booking non-baseball events without permission shall constitute grounds for the City's termination of the franchise mid-season. If this is a multiple year or renewable lease/franchise, such failure to comply may be grounds for the City's refusal to permit Baseball's possession of the premises for the remainder of the lease term.

Section XII– Insurance

a. Baseball agrees to name the City as an additional named insured for its liability coverage, and to provide proof of general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence, and property damage coverage in the amount of \$100,000. Baseball shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Lease Agreement. Baseball's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

b. The City will insure the Premises to cover only the City's interest in the event of damage due to fire or other hazard. Baseball agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and Baseball will have no claim under this lease against the City for not restoring the Premises.

c. Baseball shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. Proof of this insurance must be turned into the Parks and Recreation office before May 1st, of each year. This insurance shall cover all persons who are employees of Baseball under the laws of the State of New York. Proof of said insurance shall be provided to the City of Watertown upon signing of this Agreement.

Section XIII– Hold Harmless

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

Section XIV – Venue and Applicable Law

a. The City and Baseball agree that the venue of any legal action arising from a claimed breach of this Lease is in the Supreme Court, State of New York, 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 XV – Right of Access

The City reserves the right to enter the Premises by its duly authorized representatives at any reasonable time which does not interfere or conflict with the conduct of the business of Baseball, for the purposes of inspecting the Premises, performing any work necessary to required on the part of the City, exhibiting the Premises, or in the performance of its police powers.

Section XVI – Return of Premises

Baseball agrees to return the Premises to the City, upon the expiration of this Lease, in as good condition as when Baseball received possession of the Premises, reasonable wear and tear excepted, and excepting damage to the Premises caused by others when the Premises were not under the control of Baseball. The City and Baseball will conduct an initial walk through of the Premises at the beginning of the lease term. Upon expiration of the lease, The City and Baseball will conduct a final walk through of the Premises

Section XII– Notice

All notices required to be given under this Lease 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:

To City: Richard Finn, City Manager
 City of Watertown
 245 Washington Street
 Watertown, New York 13601

To Baseball: Michael Schell, Partner
 S&V Baseball Management, LLC
 P.O. Box 184
 Chaumont, NY 13622.

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 and Baseball will have caused this Admendment to be executed by authorized agents to be effective as of October 1, 2018.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Richard Finn, City Manager

S&V Baseball Management, LLC

By: _____
Michael Schell, CEO

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

On _____, 2018, before me, the undersigned, a Notary Public, in and for said State, personally appeared Richard Finn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

On _____, 2018, before me, the undersigned, a Notary Public, in and for said State, personally appeared Michael Schell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the

Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.

- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.
- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

**College ID OR Sheriff's ID Cards
are *NOT* acceptable Proof of Age.**

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

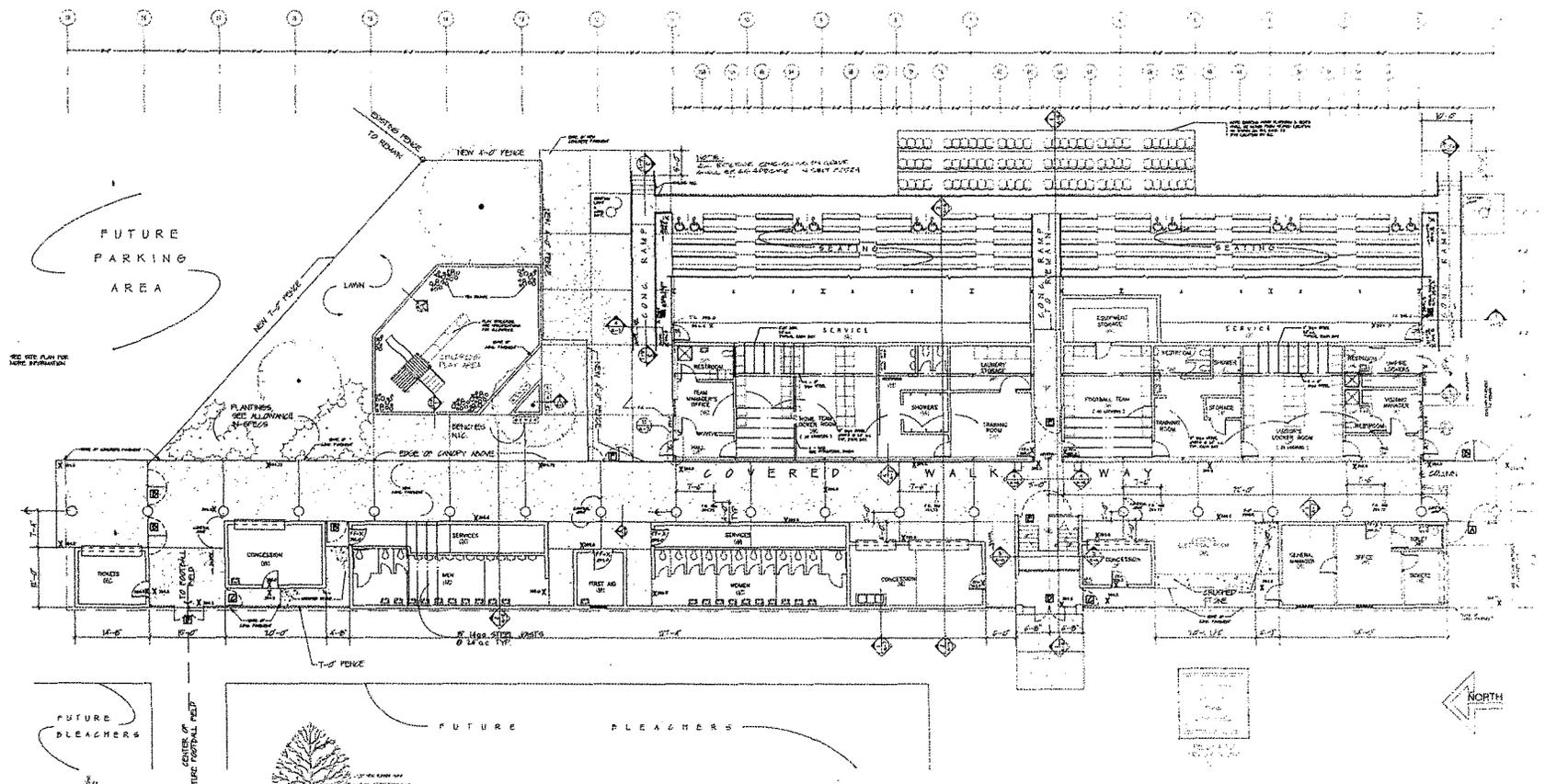
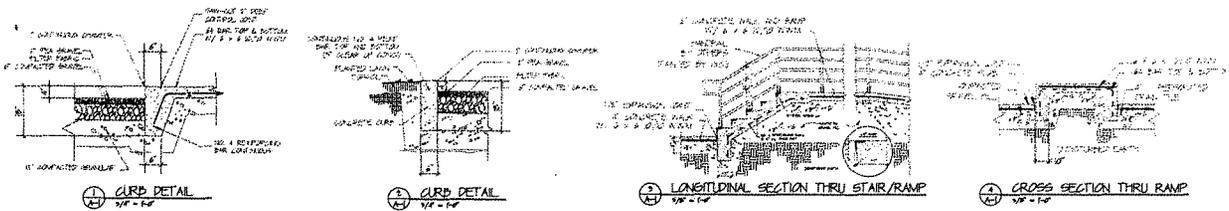
Mood swings

The smell of alcohol

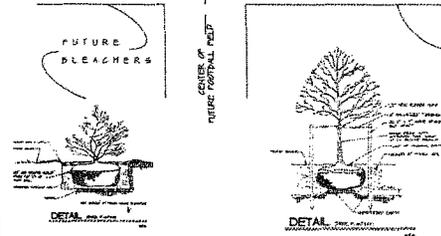
Loud, abusive, profane language

Staggering or falling

"EXHIBIT A"



FLOOR PLAN
1/8" = 1'-0"



	<p>OVERALL FLOOR PLAN GRANDSTAND IMPROVEMENTS ALEX T. DUFFY FAIRGROUNDS CORPUS STREET WATERLOO, NEW YORK</p>
<p>DATE: 10/1/54 SCALE: 1/8" = 1'-0"</p>	<p>GYMO ARCHITECTS 100 N. 10TH ST. PHILADELPHIA, PA.</p>

Res No. 2

September 11, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager
Subject: Approving Agreement for Loan of Fire Suppression Foam Equipment

In October 2015, Governor Cuomo announced the deployment of 19 Foam Trailers to combat crude oil spills. One of the recipients is our Fire Department, due to our location and the challenges posed by the transportation of crude oil by rail and water across New York. The Division of Homeland Security and Emergency Services will train our fire department personnel and hazardous materials teams on how to deploy and operate the equipment, as well as conduct in-service training programs, coordinate regularly scheduled exercises and maintain additional response capabilities designed to augment our local responders.

On June 6, 2016, City Council approved accepting the equipment provided on a loan basis due to New York State's desire to have availability in strategic locations throughout the State based on risk. The term of that Agreement was for two years, to be renewed as long as we keep the equipment.

Attached for City Council consideration is a resolution approving a three-year agreement, Agreement No. DHS01-X200059-1160200 Intergovernmental Memorandum of Agreement By and Between the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control and the City of Watertown for the Temporary Loan of Fire Suppression Foam Equipment. This Agreement has been reviewed by City Attorney Robert Slye.

RESOLUTION

Page 1 of 1

Authorizing Intergovernmental Memorandum of Agreement By and Between NYS Division of Homeland Security and Emergency Services

- 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.

YEA	NAY

Introduced by

Total

WHEREAS in October 2015, Governor Cuomo announced the deployment of 19 Foam Trailers to combat crude oil spills to include the City of Watertown, and

WHEREAS on June 6, 2016, City Council authorized a two-year Intergovernmental Memorandum of Agreement By and Between the NYS Division of Homeland Security and Emergency Services for a loan of the Fire Suppression Foam Equipment, and

WHEREAS the City of Watertown Fire Department is seeking City Council approval to enter into an Agreement with the NYS Division of Homeland Security and Emergency Services for a loan of Fire Suppression Foam Equipment for a three-year term, and

WHEREAS the purpose of this Agreement is to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate equipment is available at strategic locations throughout the State based on risk, and

WHEREAS the NYS Division of Homeland Security and Emergency Services agrees to accept an official letter of self-insurance from the City of Watertown to indemnify and hold harmless the State of New York for any and all claims arising out of the local use of the equipment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to participate in the Temporary Loan of Fire Suppression Foam Equipment program, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Agreement No. DHS01-X200059-1160200 Intergovernmental Memorandum of Agreement By and Between the NYS Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control and City of Watertown for Temporary Loan of Fire Suppression Foam Equipment, a copy of which is attached and made part of this Resolution, on behalf of the City of Watertown.

Seconded by



Agreement No. DHS01-X200059-1160200

**INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT
By and Between
NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Office of Fire Prevention and Control
and
CITY OF WATERTOWN
for
TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT**

This Intergovernmental Memorandum of Agreement (Agreement) is entered by and between the State of New York **Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control** ("DHSES", "OFPC" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, Albany, New York 12226 and the **City of Watertown** ("Contractor" or "Participating Agency") with offices located at 224 South Massey Street, Watertown, NY 13601. The foregoing DHSES and/or Participating Agency shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on January 28, 2014, Governor Andrew Cuomo issued Executive Order 125 directing State agencies to conduct a review of safety procedures and emergency response preparedness related to the shipments of volatile crude from the Bakken Oil fields in North Dakota and other sources; and

WHEREAS, the State has formed the New York State Foam Task Force (Task Force), which is a state and local partnership, to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate Equipment is available at strategic locations throughout the State based on risk;

WHEREAS, as a result of the review, DHSES has acquired a quantity of foam trailers, Equipment and supplies, and pre-positioned such Equipment at strategic locations with participating agencies that herein agree to support the efforts of the Task Force;

WHEREAS, this Agreement establishes the responsibilities, guidelines and procedures for the assignment, deployment and use of the Equipment to the Participating Agency by DHSES;

WHEREAS, the Participating Agency acknowledges receipt of said Equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to Participating Agency to use the Equipment designated in Section 3, and the Parties agree to the terms and conditions as follows:



1. PURPOSE

DHSES is providing Class B foam trailers and Equipment, further identified in Appendix B ("Equipment"), to participating agencies to receive, hold, maintain and use in order to pre-position the Equipment for rapid response to incidents resulting in a spill or fire involving crude oil and other ignitable liquids, when activated by the State as a component of the New York State Foam Task Force.

The Equipment is being provided on a loan basis. Title to all Equipment identified in Appendix B shall remain with the State at all times. The State has the right to recall the Equipment at any time upon notification. As such, any permanent granting of the Equipment must be provided for in a separate written agreement signed by both Parties. The Parties understand and acknowledge that the Equipment is intended to enhance the ability of the Participating Agency and the State to assist in and support fire control and vapor suppression efforts at incidents involving crude oil and other ignitable liquids and is not intended to provide all the Equipment appropriate and necessary to do so.

2. APPENDIX A

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

3. DESCRIPTION OF EQUIPMENT

DHSES agrees to provide to the Participating Agency on a temporary loan basis: foam trailers, Equipment and supplies under the terms of this Agreement. All items, Equipment and resources shall be collectively referred to herein as "Equipment." The specific Equipment loaned to the Participating Agency is specifically listed in Appendix B, which is hereby attached and incorporated into this Agreement.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 The Participating Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds ten thousand (\$10,000), it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until receipt of approval by the Attorney General and Office of State Comptroller.
- 4.2 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate thirty-six (36) months thereafter, unless terminated earlier pursuant to sections 4.3 – 4.5 below. This Agreement may be extended in writing for an additional two (2) (3) year periods upon mutual written agreement between the Parties.



4.2.1 Notwithstanding Section 4.2, the participating agency may continue to be in possession of the Equipment at the expiration of this agreement upon the written consent of OFPC. In such event, the terms and conditions contained herein relating to usage of the Equipment shall be binding on the parties until the effective date of a successor agreement or until the Equipment is returned to OFPC as provided for herein.

- 4.3 DHSES may terminate this Agreement immediately, upon written notice of termination to the Participating Agency, if the Participating Agency fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.
- 4.4 Either Party shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.
- 4.5 The Participating Agency may terminate this Agreement, upon written notice of termination to the State, if the Participating Agency is unable or unwilling to comply with the terms and conditions of the Agreement.
- 4.6 Upon termination of this agreement by either the State or Participating Party, the Participating Agency shall return all Equipment, less ordinary wear and tear, to DHSES.

5. TERMS OF USE

The Parties agree that the Participating Agency shall maintain possession of the Equipment provided the Participating Agency complies with the following conditions:

- 5.1 The Participating Agency understands and agrees that for incidents necessitating deployment of the Task Force time is of the essence and therefore it shall identify and assign personnel to deploy and operate as part of the Task Force, and will remain ready, willing and able to immediately deploy the Equipment and personnel, as identified below, pursuant to activation by the State and shall immediately notify the State of the inability to respond to that request.
- 5.2 The Participating Agency agrees to make personnel available to participate in the initial and in-service training specified by New York State. The number of personnel trained shall be sufficient to provide for the response of 2 to 4 personnel with the Equipment when activated as part of the NYS Foam Task Force and deployed by the State., To the extent possible, scheduling of required training by OFPC will be undertaken to limit overtime for participating agency career staff and consistent with the availability of volunteer staffing. At a minimum the training shall include the following:
 - 5.2.1 Initial Training: Approximately 20 – 24 hours;
 - 5.2.2 Annual Refresher Training: Approximately 4 – 8 hours;
 - 5.2.3 Annual Drill or Exercise: Approximately 4 – 8 hours.



- 5.3 In addition to ensuring availability and participation in the annual refresher training provided by OFPC, Participating Agency agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events as requested by the State.
- 5.4 The Participating Agency shall ensure that there are two (2) to four (4) trained persons available at all times (24hours/7days) to respond with the pre-positioned foam trailer and Equipment within 30 minutes or less; however, it is understood and agreed that, at no time, shall there be less than two (2) trained persons available to respond. If the anticipated response time will exceed 30 minutes, the Participating agency must immediately notify OFPC in writing of the delay and the anticipated time of response. The Participating Agency acknowledges and agrees that it shall be responsible for all salaries, costs and fees associated with response or activities requested by OFPC and/or the New York State Foam Task Force.
- 5.5 Participating Agency agrees to be responsible to provide and make available or provide for the following:
- 5.5.1 All personal protective Equipment (PPE) appropriate and necessary for its personnel to respond with and operate as part of the NYS Foam Task Force, including but not limited to structural firefighting turnout gear.
- 5.5.2 The 1.75" and 2.5" hose required for the appliances and foam attack lines associated with each trailer (estimated 200 feet of each type).
- 5.5.3 Participating Agency shall provide, and Participating Agency personnel shall retain the insurance coverage and protection provided by the Participating Agency for its personnel including but not limited to, the provisions established by General Municipal Law 207-a or the Volunteer Firefighter's Benefit Law.
- 5.5.4 A vehicle suitable for towing the assigned foam trailer during a response and approved by OFPC in advance.
- 5.5.4.1 At a minimum, one (1) of the responding personnel must also be trained and experienced in towing trailers with the supplied tow vehicle.
- 5.5.5 Maintaining the Equipment covered under this Agreement in a state of readiness for use and response at all times (24 hours/7 days).
- 5.5.6 Immediate notification to OFPC in writing of any condition or issue necessitating placing the Equipment out of service or of any condition or circumstance which prevents the Participating Agency from responding with the Equipment.
- 5.5.6.1 Immediate written notification to OFPC of any damage to the Equipment that would require repairs.
- 5.5.6.2 Any damage caused during a local response will be repaired at the cost of the Participating Agency involved in the response.
- 5.5.7 Comply with procedures and guidelines, established by DHSES, for the activation, deployment, and operations of the Task Force.



- 5.6 The Parties agree that the trailer may be used by the Participating Agency, as needed, for any local response under the following conditions:
- 5.6.1 A local response is one in which the Participating Agency responds to an incident located within its County or any other jurisdiction pursuant to a mutual aid agreement in effect between the Participating Agency and such other jurisdiction.
 - 5.6.2 The Participating Agency must notify OFPC in writing of all local responses undertaken within twenty-four (24) hours of the commencement of activity.
 - 5.6.3 The Participating Agency agrees to replace any foam concentrate or supplies used in local response, as specified by OFPC.
 - 5.6.4 The Participating Agency agrees to repair any damage or wear to the trailer or Equipment associated with or required after local use.
 - 5.6.5 The Participating Agency shall assume all liability associated with operation or use of any loaned Equipment during any local response.
- 5.7 The Participating Agency shall ensure that all intended users and operators of the Equipment successfully complete the training specified and provided by the State for that purpose.
- 5.8 The Participating Agency understands and agrees to be solely responsible to understand any and all safety or security issues surrounding the use of the Equipment and accommodate its use according to its capabilities and limitations.
- 5.9 The Participating Agency understands and agrees that, on occasion, the State will perform inventory and maintenance, routine and emergency, to the Equipment, which may be conducted with advance notice or no notice at all. The Participating Agency agrees that it shall provide DHSES, OFPC and its vendors and subcontractors with reasonable time and opportunity to properly maintain the Equipment in accordance with the manufacturer's recommendations and all applicable laws and regulations.
- 5.9.1 Additionally, the Participating Agency shall be prepared for use of alternative Equipment during planned and unplanned out servicing. Furthermore, it is hereby understood that the State has no obligation to provide alternate Equipment to be available for local responses when Equipment is removed from service for maintenance or repairs, although it reserves the right to provide alternate Equipment to maintain NYS Foam Task Force operational capabilities if resources are available to do so.
- 5.10 The Participating Agency understands and agrees that the State may take back the Equipment at any time for any reason or may redeploy the Equipment if it is determined to be needed in another area as directed by DHSES. Upon notification by the state the Participating Agency must make the Equipment immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the Participating Agency Point of Contact.
- 5.11 The Participating Agency agrees that DHSES reserves the right to take back the Equipment in the event of a breach of this Agreement, if the Equipment is not being used to its full potential, is being misused or



has been returned for reissuance by DHSES. In the event of reissuance, the Participating Agency agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Equipment to DHSES.

- 5.12 The Parties acknowledge that sustaining the Equipment issued or issuing additional resources shall be contingent upon an evaluation of need by DHSES and be subject to the availability of funding. The Parties reserve the right to expand the scope of this Agreement or the type and amount of the pre-positioned Equipment provided, subject to available funding, as agreed to by both Parties, and addressed within an updated and amended agreement .
- 5.13 DHSES shall be responsible for the following:
 - 5.13.1 Ordering, purchasing and accepting Equipment from the vendor;
 - 5.13.2 Conduct routine maintenance, repair and/or replacement of Equipment resulting from response activities pursuant to State activations. Participating Agency shall be responsible for costs relating to maintenance and repair required resulting from local deployment;
 - 5.13.3 Testing and recertification of the Equipment provided, as required;
 - 5.13.4 Replacement of foam supplies utilized during State specified training or deployment of the Foam Task Force [as directed by the State];
 - 5.13.5 Reimbursement of costs incurred directly by the Participating Agency as the employer, with the exception of those costs that would otherwise have been incurred by the Participating Agency (such as deployment within the jurisdiction of the Participating Agency), for the cost of backfilling to provide shift coverage, including overtime, for personnel responding pursuant to activation by the State. The reimbursement shall not exceed costs for four (4) persons, except as approved by the State Fire Administrator;
 - 5.13.6 Providing the initial training and annual refresher training required for the use of the Equipment. Consideration will be given to reimburse backfill costs associated with participation of Participating Agency's personnel in training, drills and exercises, subject to the availability of funds.
 - 5.13.7 Organizing drills and exercises.
 - 5.13.8 Activation, deployment, management and operations of the New York State Foam Task Force.

6. LOAN OF RESOURCES

- 6.1 The Equipment shall be loaned exclusively to the Participating Agency only for the purposes set forth in this Agreement. No other use of the Equipment shall be authorized.
- 6.2 DHSES shall retain title to the Equipment loaned under this Agreement at all times.
- 6.3 The Participating Agency agrees that it has no claim in law or equity concerning the Equipment or associated training.



- 6.4 The Participating Agency agrees that it shall not sell, move or otherwise transfer the Equipment to any other party without the express written permission of DHSES.
- 6.5 In all instances, except where otherwise agreed to by DHSES, the Participating Agency is responsible for all costs associated with preparing, packing and transporting the Equipment, including all applicable costs. Possession, but not title, of the Equipment will pass from DHSES to the Participating Agency at the time of receipt of the Equipment. All transportation to and from the site of the Equipment and all associated costs will be covered exclusively by the Participating Agency. DHSES financial responsibility is limited to that identified in 5.13.

7. COMPENSATION

As compensation for loan of this Equipment, the Participating Agency shall pay DHSES a one-time administrative fee of \$1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The Participating Agency is responsible for peripheral and maintenance costs of the Equipment as described in this Agreement.

8. PARTICIPATING AGENCY POINT OF CONTACT

The Participating Agency will designate its own member Point of Contact (“Participating Agency POC”) for the purpose of arranging for and the installation, maintenance and return of the Equipment to DHSES. The Participating Agency’s POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The Participating Agency Point of Contact shall be listed in Appendix B of this Agreement.

9. DHSES POINT OF CONTACT

State Fire Administrator
New York State Office of Fire Prevention and Control
NYS Division of Homeland Security and Emergency Services
State Office Campus
1220 Washington Ave, Building 7A
Albany, NY 12242
Office: 518-474-6746

10. CONDITION AND MAINTENANCE OF EQUIPMENT

- 10.1 DHSES will make its best effort to ensure that the Equipment loaned under this Agreement is furnished to the Participating Agency in a serviceable condition suitable for its intended use however, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.
- 10.2 The Participating Agency shall be responsible to receive the Equipment and certify that the Participating Agency’s orientation with the Equipment occurred. Additionally, the Participating Agency shall, as appropriate, 1) provide Equipment inventory reports to DHSES upon request; 2) assist in resolving Equipment related issues, such as defective Equipment; 3) conduct any maintenance, as determined by



DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

11. EQUIPMENT SECURITY

Upon acceptance of the Equipment, Participating Agency shall notify OFPC of the location where the Equipment is to be stored and assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must receive advanced written approval by DHSES.

12. NO THIRD-PARTY TRANSFERS

This Agreement or the Equipment loaned hereunder shall not be transferred to any other party by the Participating Agency without the express written permission of DHSES.

13. RETURN OF EQUIPMENT

Except as provided in Section 4.2.1 above, upon expiration of the Agreement, the Participating Agency shall be responsible to return all Equipment to DHSES in the same condition as it was issued, less and except ordinary wear and tear caused by required training or response activities pursuant to state activations. If the Equipment is not returned, or not returned in good working order and repair, the Participating Agency may be responsible to reimburse DHSES the replacement value or repair of the Equipment, which shall be determined by the estimated replacement value for each item of Equipment listed in Appendix B.

14. LIABILITY AND INSURANCE

14.1 The Participating Agency shall indemnify and hold harmless the State of New York for any and all claims arising out of the local use of the Equipment, including but not limited to deployment, training, drills and exercises. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the Participating Agency or third parties.

14.2 In consideration of the Participating Agency's agreement to deploy and respond during a State activation of the Task Force, the State, subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act and Section 17 of the Public Officers Law, shall hold the Participating Agency harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent attributable to the acts and omissions of its officers or employees when acting within the course and scope of their employment.

14.3 Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the Participating Agency for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. Participating Agency remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

14.4 Nothing contained herein is intended limit the rights and privileges afforded to either Party by operation of law.



14.5 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Participating Agency shall at all times remain an "independent Participating Agency" with respect to the efforts to be performed under this Agreement. DHSES shall not be responsible for any payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participating Agency is an independent Participating Agency.

14.6 Participating Agency shall carry general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 dollar in the aggregate. Such insurance shall remain in effect throughout the term of the Agreement.

14.6.1 The Participating Agency shall name the State of New York and DHSES as an "additional insured."

14.6.2 The Participating Agency shall provide certification of insurance to DHSES and must include: 1) the insurance policy number; 2) the name and address of the broker and title of authorized official of broker; and 3) the signature of the authorized official or broker.

14.6.3 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

14.6.4 In lieu of a certificate of insurance, the Participating Agency may satisfy the requirements of sections 14.6.1 and 14.6.2 above by submitting a letter of self-insurance signed by an authorized official on municipal letterhead agreeing to meet, at a minimum, the coverage amounts specified in section 14.6.

15. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of New York.

16. NOTICES

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

17. AMENDMENTS

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.



18. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Agreement, which shall be enforced and interpreted as if such provision was never included in the Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

State Agency Certification

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

ON BEHALF OF PARTICIPATING AGENCY:

ON BEHALF OF DHSES:

Signed, _____

Signed, _____

Name: Richard M. Finn

Name: _____

Title: City Manager

Title: _____

Participating Agency Acknowledgement for Agreement No. DHS01-X200059-1160200

State of New York _____)
_____)ss.
County of Jefferson _____)

On this ___ day of _____ 2018, before me personally came Richard M. Finn to me known, who, being by me duly sworn, did depose and say that she/he resides in Watertown, NY, that she/he is the City Manager of the municipal fire department described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

(Signature and office of the person taking acknowledgement)

APPROVED:

For the Attorney General

For the State Comptroller

By: _____

By: _____

Date: _____

Date: _____



APPENDIX A

Standard Clauses for All New York State Contracts

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

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

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

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, Equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform



the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and



(iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

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

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

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



Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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



20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).



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

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

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

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

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

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

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

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

This Space is Intentionally Left Blank



APPENDIX B

Equipment Inventory and Participating Agency Point of Contact

<u>Quantity</u>	<u>Item</u>	<u>Estimated Replacement Value</u>
1	Dual Tote Chariot II Foam Trailer, 330 gal totes Vehicle Identification No.: 5E7DH0827FR002804	\$39,840.01
Including:		
1	TFT Blitzfire Portable Monitor with Foam Shaper	
1	350 gpm in-line eductor	
1.	125 gpm 1.5" nozzle	
1	95 gpm in-line eductor	
1	National Foam Gladiator Tri-Flow Foam Nozzle	
1	23 gpm Foam Transfer Pump Kit	
	Misc. Fittings and Adapters	\$543.50
1	Radio Controlled Monitor (RF) upgrade	\$8,895.00
1	National Foam Universal Gold 1x3, 660 gallons	\$28,115.74
1	Adjustable trailer hitch	\$128.83
	TOTAL	\$77,523.08

Participating Agency Point of Contact

Organization: City of Watertown Fire Department

Name: Dale Herman

Title: Chief

Address: 224 South Massey Street, Watertown, NY 13601

Phone: (315) 785-7813

Email: dherman@watertown-ny.gov

Res No. 3

September 11, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager
Subject: Accepting Bid for Thompson Park Wall Repair Project

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for repairs to the North Down Drive Wall in Thompson Park, per specifications.

Invitations to bid were also issued to twelve (12) prospective bidders, as well as Northern New York Builders Exchange, with three (3) bids being received that were publicly opened and read in the Purchasing Department on Thursday, September 6, 2018 at 11:00 a.m.

City Purchasing Manager Robert J. Cleaver reviewed the bids received with City Engineer Justin Wood and Civil Engineer Thomas Maurer, and it is their recommendation that the award be issued to D.E.W. Builders Inc. as the lowest qualifying bidder meeting City specifications in the amount of \$260,560.

The other bids received are detailed in the attached report of Purchasing Manager Robert Cleaver.

A Resolution for City Council consideration is attached. Approval of this resolution is contingent upon approval of the corresponding Bond Ordinance to fund the project.

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park
Wall Repair Project

Introduced by

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 City Purchasing Department has advertised and received sealed bids for the repairs to the North Down Drive Wall in Thompson Park, as per City specifications, and

WHEREAS bid invitations were also sent to twelve (12) prospective bidders, as well as Northern New York Builders Exchange, with three (3) sealed bids submitted to the Purchasing Department, and

WHEREAS on Thursday, September 6, 2018, at 11:00 a.m., the bids received were publicly opened and read, and

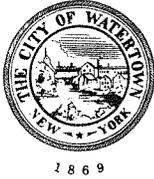
WHEREAS the City Purchasing Department reviewed the bids received with City Engineer Justin Wood and Civil Engineer Thomas Maurer, and it is their recommendation that the City Council accept the bid submitted D.E.W. Builders Inc. in the amount of \$260,560 as the lowest qualifying bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of D.E.W. Builders Inc. in the amount of \$260,560 as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that approval of this resolution is contingent upon approval of the corresponding Bond Ordinance to fund the project, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to D.E.W. Builders Inc.

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

September 10, 2018

To; Richard Finn
From: Robert J. Cleaver
Subject: Thompson Park Retaining Wall Repair Project
Bid # 2018-23

The City's Purchasing Department advertised in the Watertown Daily Times on Wednesday August 15, 2018 calling for sealed bids for repairs to the North Down Drive Wall in Thompson Park, per City's specifications. Notice to bid were issued to 12 prospective bidders with 3 bids submitted to the Purchasing Department where they were publicly opened and read on Thursday, September 6, 2018 at 11:00 a.m. local time. NNY Builders Exchange was also notified of the pending bid and they had 21 agencies/contractors view our bid plans on their website. Results of those 3 bids are as follows:

DEW Builders 14398 US Rt. 11 P.O. Box 200 Adams Center, N.Y. 13606	\$260,560.00
Cornerstone Restoration 45 Nepera Place Yonkers, N.Y. 10703	\$304,500.00
Rusty Johnson Masonry Inc. 19000 County Route #3 Clayton, N.Y. 13624	\$339,420.00

The funding for this purchase is listed on page 291 in the City's 2018 -2019 Capital Budget in the amount of \$350,000. The funding encompasses storm sewer improvements, repaving the walkway as well as wall restoration.

I have reviewed the submittals with City Engineer, Mr. Justin Wood, P.E and Mr. Thomas Maurer, C.E. 1 and it is my recommendation that we accept the bid from D.E.W Builders Inc. in the amount of \$260,560.00 the lowest qualifying bidder meeting City's specifications. D.E. W Builders Inc. is the same contractor that installed the splash pad in Thompson Park without issue.

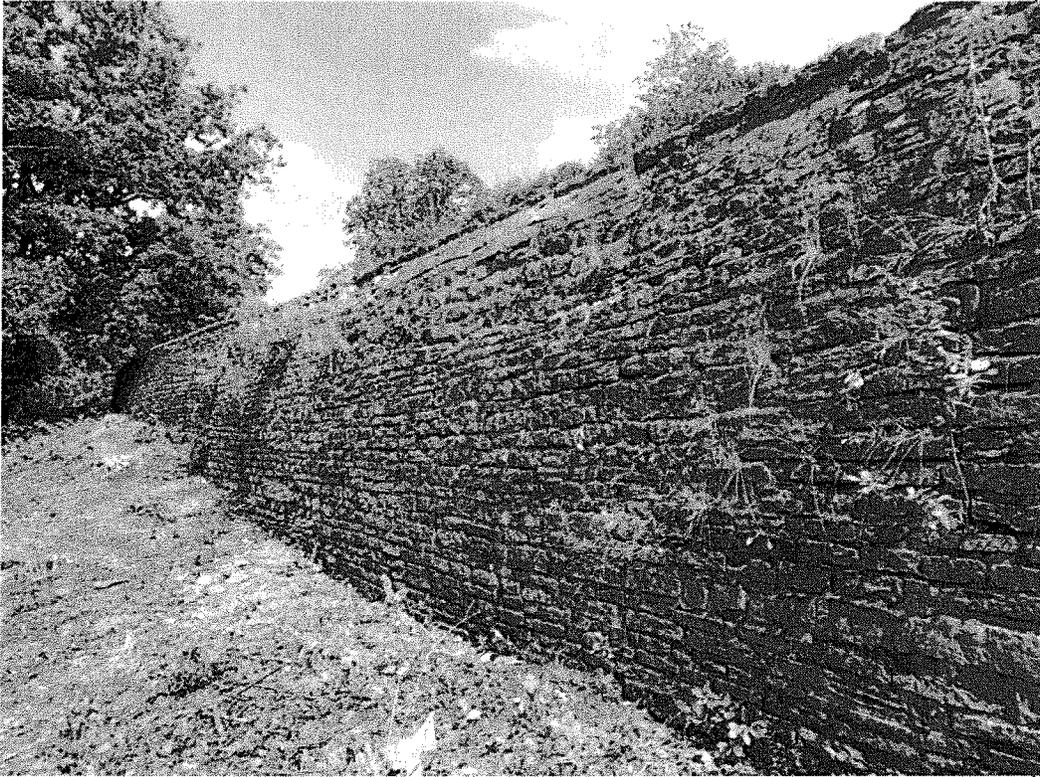
If you have any questions regarding this recommendation please feel free to contact me at your convenience.

A handwritten signature in black ink, reading "Robert J. Cleaver". The signature is fluid and cursive, with the first name "Robert" and last name "Cleaver" clearly distinguishable.

Robert J. Cleaver
Interim Purchasing Manager

cc Justin Wood, P.E.
Thomas Maurer, C.E. 1
Jim Mills, Comptroller
file
attach: pg 291, 2018 -2019 Capital Budget

FISCAL YEAR 2018-2019
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 THOMPSON PARK

PROJECT DESCRIPTION	COST
<p>North Down Drive Wall Repair (Upper Franklin St)</p> <p>Rehabilitation of a major retaining wall on North Down Drive in Thompson Park. The project will also include repointing stone, limited storm sewer improvements, as well as repaving an 8 foot wide walkway.</p> 	\$350,000
<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 \$45,500.</p>	
TOTAL	\$350,000

Res No. 4

September 11, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager
Subject: Accepting Bid for the Purchase of Disc Pumps,
Waste Water Treatment Plant

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for one new and unused 4" and one 6" disc pumps for the Waste Water Treatment Plant, per specifications.

Invitations to bid were also issued to three (3) prospective bidders with one (1) bid being received that was publicly opened and read in the Purchasing Department on Monday, September 10, 2018 at 11:00 a.m.

City Purchasing Manager Robert J. Cleaver reviewed the bids received with Chief Plant Operator Mark Crandall, and it is their recommendation that the award be issued to Penn Valley Pump Co., Inc. as the lowest qualifying bidder meeting City specifications in the combined amount of \$34,800.

The bid detail is included in the attached report of Purchasing Manager Robert Cleaver.

A Resolution for City Council consideration is attached. Funding is included in the 2018-2019 Budget.

RESOLUTION

Page 1 of 1

Accepting Bid for Purchase of Disc Pumps,
Waste Water Treatment 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 Purchasing Department has advertised and received sealed bids for the purchase of one new and unused 4” and one 6” disc pumps for the Waste Water Treatment Plant, as per City specifications, and

WHEREAS bid invitations were also sent to three (3) prospective bidders with one (1) sealed bid submitted to the Purchasing Department, and

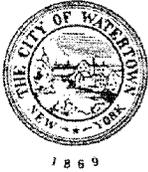
WHEREAS on Monday, September 10, 2018, at 11:00 a.m., the bid received was publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bid received with Chief Plant Operator Mark Crandall, and it is their recommendation that the City Council accept the bid submitted Penn Valley Pump Co., Inc. in the combined amount of \$34,800 as the lowest qualifying bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Penn Valley Pump Co., Inc. in the combined amount of \$34,800 as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Penn Valley Pump Co., Inc.

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

September 11, 2018

To: Richard Finn
From: Robert Cleaver
Subject: Disc Pump Bid
Project # 2018-19

The City's Purchasing Department advertised in the Watertown Daily Times on Friday August 17, 2018, calling for sealed bids for the purchase of one new and unused 4" and one 6" Disc Pumps, per City's specifications, for use and installation, by City staff, at the City's WasteWater Treatment facility.

Notifications of bid were issued to 3 prospective bidders with one bid submitted to the Purchasing Department where it was publicly opened and read on Monday, September 10, 2018 at 11:00 a.m., local time. The sole bid, with no exceptions to specifications, is as follows:

PENN Valley Pump Co., Inc.	One - Model-4DDX30 Double Disc Pump	\$ 14,900.00
998 Easton Road	One - Model-6DDX76 " " "	\$ <u>19,900.00</u>
Warrington, PA 18976		\$ 34,800.00

Due to the nature of the item specified the bid response was limited to a single bid.

After reviewing the submittal with Mr. Mark Crandall, Chief Plant Operator at the WasteWater Treatment Plant, it is my recommendation that we accept the sole bid in the amount of \$34,800.00 submitted by Penn Valley Pump Co., Inc., Warrington, PA.

The 2018-2019 Budget appropriation for this purchase is \$37,000 on page 225 of the 2018 -2019 City Budget.

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, Water Superintendent
Jim Mills, City Comptroller
Mark Crandall, Chief Plant Operator
file
attach: product literature
pg. 225, 2018 – 2019 City Budget



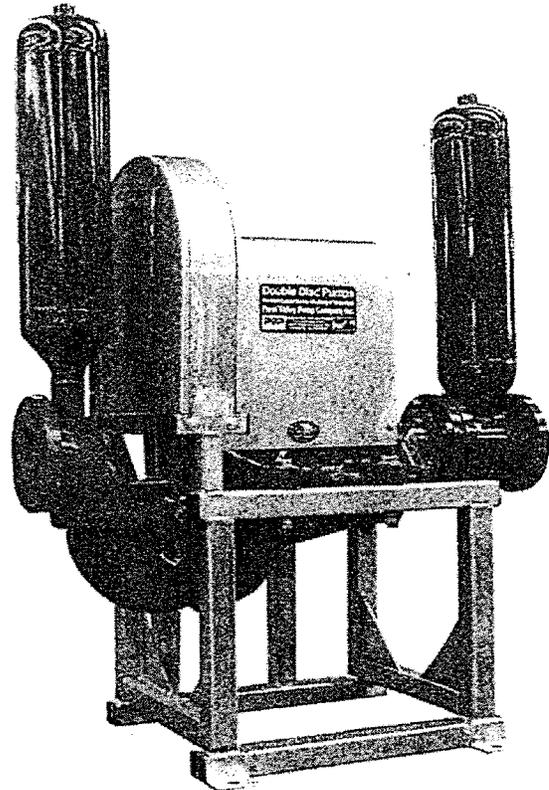
The World Leader in
Free-Disc Pumping
Technology



4" Model 4DDSX30 Double Disc Pump

Features:

- Non-close tolerance design provides for extremely low wear and very low life cycle costs
- "Maintain-in-Place" hinged housing design allows servicing w/out disturbing piping
- Seal-less design, no packing or mechanical seals, no seal water required
- Runs dry without damage
- Self-priming with high suction lift capability
- No check valves, no fouling problems
- Passes up to 1" solids and line size semi-solids
- No routine maintenance required
- Two (2) year warranty
- Made in the USA



The Ultimate in Sludge Pumps™

Technical Specifications:

Typical Flow Range:	0 - 160 GPM
Displacement:	0.30 gallons/revolution
Operating Speeds:	Up to 400 RPM
Discharge Pressure:	Up to 60psi operating Up to 110psi stall pressure
Suction Pressure:	28ft lift to 30psi
Fittings:	4" 150# Flanged

Materials of Construction:

Housings:	Cast iron	Optional:	Lined with Neoprene, Glass, PVC, Tungsten Carbide, others
Elastomers:	Neoprene		Buna-N, EPDM, HNBR, Viton, others
Connecting Rods:	High-tensile Aluminum		
Drive Shaft:	High-tensile 400 Series SS		
Eccentric Cams:	High tensile bronze alloy		
Bearing Pedestals:	Aluminum		
Frame and Covers:	304SS	Optional:	316SS, Galvanized Steel

Drives Systems:

Static:	Electric belt and pulley	Optional:	Gearmotor, Air and Hydraulic motor
Portable:	Electric, Gas and Diesel Engine		



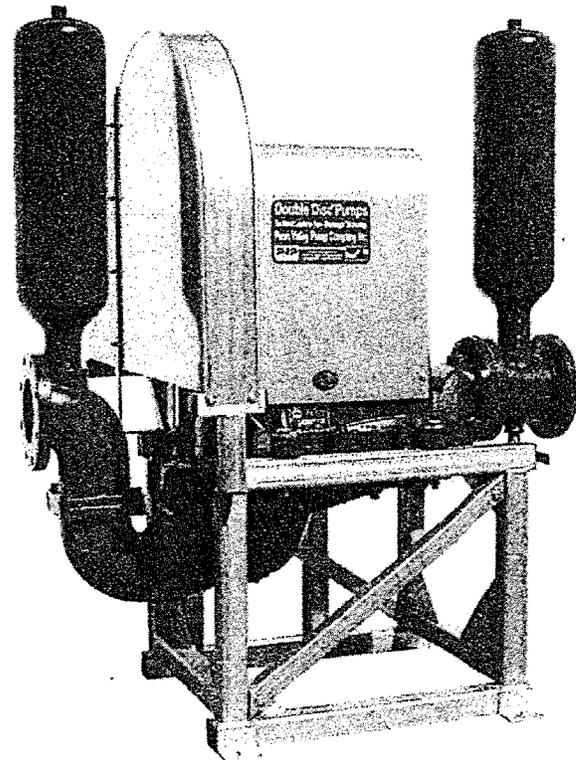
The World Leader in
Free-Disc Pumping
Technology



6" Model 6DDSX76 Double Disc Pump

Features:

- Non-close design provides for extremely low wear and very low life cycle costs
- "Maintain-in-Place" hinged housing design allows servicing w/out disturbing piping
- Seal-less design, no stuffing box or mechanical seals, no seal water required
- Runs dry without damage
- Self-priming with high suction lift capability
- No check valves, no fouling problems
- Passes up to 2" solids and line size semi-solids
- No routine maintenance required
- Two (2) year warranty
- Made in the USA



Technical Specifications:

Typical Flow Range:	0 - 425 GPM
Displacement:	0.76 gallons/revolution
Operating Speeds:	Up to 400 RPM
Discharge Pressure:	Up to 60psi operating Up to 110psi stall pressure
Suction Pressure:	28ft lift to 30psi
Connections:	6" 150# Flanged

The Ultimate in Sludge Pumps™

Materials of Construction:

Housings:	Cast iron	Optional:	Lined with Neoprene, Glass, PVC, Tungsten Carbide, others
Elastomers:	Neoprene		Buna-N, EPDM, HNBR, Viton, others
Connecting Rods:	High-tensile Aluminum		
Drive Shaft:	High-tensile 400 Series SS		
Eccentric Cams:	High tensile bronze-alloy		
Bearing Pedestals	Aluminum		
Frame and Covers:	304SS	Optional:	316SS, Galvanized Steel

Drive Systems:

Standard:	Electric V-belt and pulley	Optional:	Gearmotor, Air and Hydraulic motor
Trailer Mounted:	Electric, Gas and Diesel engine		

City of Watertown
Fiscal Year: 2018-19
Department: Sewage Treatment and Disposal
Account Code: G8130
Function: Sewer Operations

FY 2018-19 Adopted Budget

Personnel Services

G.8130.0110	Salaries		
	Chief WWTP Operator	\$	75,238
G.8130.0130	Wages		
	WWTP Operations and Maintenance Supervisor	\$	68,211
	WWTP Lab. Technician		51,575
	Industrial Pretreatment Laboratory Technician		58,918
	WWTP Process Worker III		58,918
	WWTP Process Worker II (2)		100,260
	WWTP Process Worker I (5)		218,967
	WWTP Process Worker Trainee (4)		153,809
	Municipal Worker I (2)	<u>67,946</u>	778,604
G.8130.0140	Temporary		
	General Plant		26,000
	Internship	<u>4,000</u>	30,000
G.8130.0150	Overtime		50,000
G.8130.0175	Health Insurance Buyout		<u>7,100</u>
	Total Personal Services	<u>\$</u>	<u>940,942</u>

Equipment

G.8130.0250	Other Equipment > \$5,000		
	Auto Sampler (Chemical Building)	\$	15,000
	Grinder - Sludge Digester Building		19,000
	Electric Feed Pump - Old Digester Building	<u>37,000</u>	<u>71,000</u>
	Total Equipment	<u>\$</u>	<u>71,000</u>

Operating Expenses

G.8130.0410	Utilities		
	Water		80,000
	Electric		1,130,000
	Natural Gas		12,000
	Telephone	<u>4,800</u>	<u>\$ 1,226,800</u>
G.8130.0420	Insurance		77,000
G.8130.0430	Contracted Services		
	Uniform Rental		6,500
	Contract Lab		24,000
	Bid Advertising		300
	HVAC Controller Maintenance		7,000

Res No. 5

September 11, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Supplemental Appropriation No. 2 for Fiscal Year 2018-19

Water Superintendent Vicky Murphy has requested to fill early the Account Clerk Typist on or about October 1st. The Account Clerk Typist position is approved in the Fiscal Year 2018/19 Water and Sewer Budgets for a January 1st hire date, but to allow for adequate training time, Superintendent Murphy would like to start the person sooner. The attached resolution re-appropriates funds from various line items within the Water and Sewer Budgets to fund this request.

Action: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Approving Supplemental
 Appropriation No. 2 for Fiscal
 Year 2018-19 for Various Accounts

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 passed a resolution adopting the Budget for Fiscal Year 2018-19, of which \$5,916,684 was appropriated for the Water Fund and \$6,726,650 was appropriated for the Sewer Fund, and

WHEREAS the Fiscal Year 2018-19 Water and Sewer Fund Budgets provided for the Water Meter Reader position being abolished December 31, 2018 and an Account Clerk Typist being hired January 1, 2019, and

WHEREAS Water Superintendent Vicky Murphy has requested the Account Clerk Typist be hired on or after October 1, 2018 to provide adequate time for training prior to January 1, 2019,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby transfers and re-appropriates from and to the following accounts for FY 2018-19:

<u>Expenditures</u>		
F.8310.0120	Clerical	\$ 3,850
F.8310.0810	Retirement	300
F.8310.0830	Social Security	400
F.8310.0850	Health Insurance	2,450
F.8330.0150	Overtime	(4,500)
F.8340.0140	Temporary	(2,500)
G.8130.0120	Clerical	3,850
G.8130.0810	Retirement	300
G.8130.0830	Social Security	400
G.8130.0850	Health Insurance	2,450
G.8130.0130	Wages	<u>(7,000)</u>
Total Expenditures		<u>\$ - 0 -</u>

Seconded by

MEMORANDUM

TO: Richard Finn, City Manager
FROM: Vicky L. Murphy, Water Superintendent
Date: September 10, 2018
RE: Account Clerk Typist Position, Water Department

I would like to fill the position of Account Clerk Typist in the Water Department on October 1, 2018. I originally asked to fill this position in the 2016/2017 fiscal year budget but, the meter reader position was retained instead. With 400 meters to read, and a goal of zero manual reads, the department no longer needs a meter reader.

On December 31, 2018, there will be two vacancies in the Administration office with the elimination of the meter reader position and the retirement of the Principal Account Clerk. This will leave one skilled person in the billing office, an office that is very busy and interacts closely with the public. The Account Clerk Typist, if hired in October, will be trained prior to the departures.

Filling this position will add approximately \$14,000 to the Administration budget. Half will be paid by the Water Fund and half by the Sewer Fund. F8330, Water Filtration budgeted \$6500 in overtime for the first quarter but has only used \$2,500, resulting in \$4,000 over budget. F8340, Water Distribution budgeted for four temporary laborers during construction season but has averaged two and is expected to save \$5,000. G8130, Wastewater Treatment budgeted for eighteen employees but has averaged sixteen, with two Operator Trainee positions not yet filled. This will result in a savings of greater than \$18,000 for the first quarter.

Res No. 6

September 11, 2018

To: Richard M. Finn, City Manager

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

Subject: Approving the Special Use Permit Request Submitted by Anthony M. Heaney, to Allow an Automobile Sales Lot at 1543 State Street, Parcel Number 5-14-103.000

Anthony M. Heaney has submitted the above Special Use Permit request to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000.

The Planning Board reviewed the request at its September 4, 2018 meeting and adopted a motion recommending that City Council approve the request with the condition listed in the Resolution. Attached is an excerpt from their meeting minutes.

The Staff Report prepared for the Planning Board, the Special Use Permit application, original drawings and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

A public hearing is required before the City Council may vote on the resolution. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, October 1, 2018.

Action: City Manager recommends setting a public hearing for Monday, October 1, 2018 at 7:30 p.m.

RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by Anthony M. Heaney to Allow an Automobile Sales Lot at 1543 State Street, Parcel Number 5-14-103.000

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 Anthony M. Heaney, has made an application for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on September 4, 2018, and voted to recommend that the City Council of the City of Watertown approve the Special Use Permit with the following condition:

1. The applicant may display a maximum of eight vehicles for sale on the site at any time with no more than two of said vehicles directly in front of the building.

and

WHEREAS a public hearing was held on the proposed Special Use Permit on October 1, 2018, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow an automobile sales lot at 1543 State Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Anthony M. Heaney, to allow an automobile sales lot in a Neighborhood Business District located at 1543 State Street, Parcel Number 5-14-103.000, contingent upon the applicant meeting the condition listed above.

Seconded by

Excerpt of Planning Board Minutes – September 4, 2018

**SPECIAL USE PERMIT
1543 STATE STREET– PARCEL # 5-14-103.000**

The Planning Board then considered a request submitted by Anthony Heaney for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000.

Mr. Heaney attended the meeting to represent the request.

Mr. Coburn said that the applicant proposed to use the existing structure and outdoor parking area on the site for automobile sales, and then noted that this was only allowed by Special Use Permit in the Neighborhood Business District. Mr. Coburn then added the application indicated no physical changes to the site as far as increased parking area and asked the applicant to confirm this. Mr. Heaney replied that he did not propose any physical changes.

Mr. Katzman then said that he does some work in that area of the City, so he knows the site quite well. He said that when customers come to look at the site, they would block the sidewalk. He then said that he also thought it would create traffic congestion issues. He said he did not have a problem with allowing a car lot, but he did not think the Planning Board could allow parking in front because then customers would park on the sidewalk.

Mr. Coburn then said that City Council could impose conditions on a Special Use Permit. Mr. Katzman reiterated that he had a problem with parking for customers' cars and parking cars for sale in front of the building. He said that most people that sell cars want to have them in the front for greater visibility rather than having to display them in the side yard, so he felt that the Planning Board needed to look into the site layout.

Mr. Coburn then said that he wished to reiterate that the Zoning Ordinance identified Special Use Permit standards, and that Staff had included them in the memorandum. Mr. Coburn read aloud from the memorandum that, "The use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the district in which it is situated." He then read aloud that "The use's relation to streets giving access to it shall be such that traffic to and from the use will not be hazardous or inconvenient to the neighborhood or conflict with the normal traffic of the neighborhood," which he then said was exactly what Mr. Katzman had been saying.

Mr. Katzman said that he was worried about that because customers would park on the sidewalk and they would park in the neighboring laundromat as well. Mr. Coburn then said that Mr. Katzman's concerns were noted. Mr. Katzman replied that he was not in favor of this proposal. Mr. Coburn then asked if anyone else had questions.

Ms. Capone then asked where the applicant did propose parking for this site. Mr. Heaney replied that it would be alongside the building and behind it as well as on the other side

of the building that an insurance company occupied. Mr. Katzman asked about the insurance company's location. Mr. Heaney replied that it was in the other half of the building that he was renting and pointed it out on the site drawing. Mr. Heaney then said that as far as congestion went, the laundromat generated more daily traffic than he would.

Ms. Capone agreed that the laundromat probably had at least 100 people a day patronize it, and that she did not think motorists on State Street would spontaneously slow down to look at cars for sale. Ms. Fields then said that it was possible that the general public could stop to look. Mr. Arquitt then said that there were cars for sale parked in the lot across the street. He then referenced the Jreck Subs location at the intersection of State and High Streets, and noted that it did not cause congestion. Mr. Heaney then said he only planned to carry four cars.

Discussion ensued about congestion, and Ms. Capone then said that anyone that pulled over on State Street to look at a car would probably need a new one after getting rear-ended. Mr. Heaney then said that he did most of his business by appointment only, so there would not be that much spontaneous traffic. He then noted that there was no way that he could prevent his customers from parking in the laundromat. Ms. Fields said that directional parking signage could help.

Mr. Heaney then reiterated that most of his business was by appointment only and it was not a full-time, permanent business. He said that his customers call him and then he arranges to meet them there. Ms. Fields asked how many cars he intended to display. Mr. Heaney replied that the most he has ever had out was six. Mr. Coburn asked if the site had room for six cars on display. Mr. Heaney replied that there was room for ten along the tree line. Mr. Urda then said that if Mr. Heaney ever sought to pave more than 400 square feet, it would necessitate a Waiver of Site Plan Approval. Mr. Heaney replied that he understood that.

Mr. Katzman then asked for more information about the insurance company that Mr. Heaney shared a building with. Mr. Heaney replied that he was not sure what they did at that site, or even that they received mail there.

Mr. Coburn then asked again about the applicant's claim that the site had room for ten vehicles. Mr. Heaney replied that he could potentially put 20 there, but his intention was six. He said that his dealer's license was for less than 25 or 30 sales per year.

Mr. Coburn then said that it would be wise to follow Staff's recommendation to limit the number of cars for sale allowed on the site. Mr. Johnson then asked Mr. Heaney if he owned the property. Mr. Heaney replied that he rented from Aaron Netto. Ms. Fields then said that she was in favor of a limit. Mr. Johnson then said that he was also in favor of a limit. Mr. Coburn then asked what the limit should be. Ms. Capone suggested a maximum of eight cars and the other Planning Board Members agreed.

Mr. Katzman then asked what the hours would be. Mr. Heaney replied that as far as Albany was concerned, they were 5 p.m. to 8 p.m. on Thursdays. Mr. Katzman then said that he thought parking and directional signage was necessary. Mr. Heaney replied that he has a sign that says "parking in rear."

Mr. Johnson then asked if Mr. Heaney was advertising. Mr. Heaney replied that he lists his cars on Craigslist. Mr. Johnson then said that he had seen some cars on the property already. Mr. Heaney acknowledged that those were his cars. Mr. Johnson then asked Mr. Heaney if he was doing business before approval. Mr. Heaney replied that the flags on those cars were just flags, nothing more.

Ms. Capone then made a motion to recommend that the City Council approve the request submitted by Anthony Heaney for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000. Before anyone could second the motion, Mr. Lumbis said that the standards for a Special Use Permit that Staff's memorandum quoted from the Zoning Ordinance were guidelines for the City Council and the Planning Board.

Mr. Lumbis said that it was appropriate for the Planning Board members to ask themselves if this was an appropriate use, even if the same use existed across the street. Mr. Lumbis then said that as far as traffic was concerned, internal circulation was more important and if, for example, the applicant proposed six cars across the front, was that appropriate? He then said that he was trying to point out examples of things the Planning Board could consider.

Mr. Katzman then talked about traffic levels when the building's previous occupant, a graphic design company, was there. Mr. Johnson asked how many feet there were between the sidewalk and the building. Mr. DeMarco replied that the building was set back 20 feet from the sidewalk.

Ms. Capone then asked how many cars the front could accommodate. Mr. Heaney replied that maybe the front could accommodate five cars, but then they would be blocking the laundromat and the insurance company and they would have to go at an angle. Mr. Arquitt then said that since the applicant's license capped the cars he could sell in a year at 25, he would likely not need to have more than eight on the site at any time. Ms. Capone then suggested allowing no more than two cars for sale in front of the building at any time and requiring the rest go on the side. The other Planning Board members agreed.

Ms. Capone then made a motion to recommend that the City Council approve the request submitted by Anthony Heaney for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000, contingent upon the following:

1. The applicant may display a maximum of eight vehicles for sale on the site at any time with no more than two of said vehicles directly in front of the building.

Mr. Coburn seconded the motion and the Planning Board voted 4-1 in favor, with Mr. Katzman casting the dissenting vote.

Mr. Lumbis then said that at its next meeting on September 17, 2018, the City Council would schedule a Public Hearing for October 1, 2018, at which time it would be free to act on the applicant's request. Mr. Urda said that Mr. Heaney would receive a letter to that effect and that he was strongly encouraged to attend to represent his request before City Council.

Short Environmental Assessment Form Part 1 - Project Information

CITY ENGINEERING DEPT.
RECEIVED

AUG 22 2018

WATERTOWN, NY

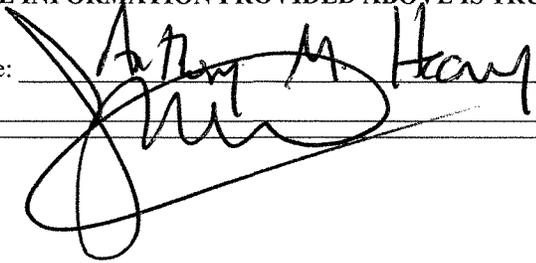
Instructions for Completing

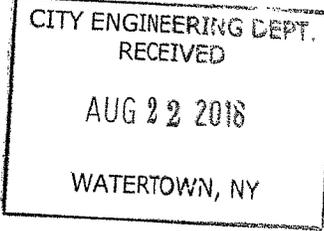
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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.

Part 1 - Project and Sponsor Information			
Name of Action or Project: ANTHONY M. HEANEY Priceless Auto			
Project Location (describe, and attach a location map): 1543 STATE ST. WATERTOWN NY 13601			
Brief Description of Proposed Action: Need SPECIAL USE Permit to open Small Automotive Dealership to Current Address. NO SHOP WORK or Repairs JUST STRICTLY Sales And Detailing. STORE will consist of Approx 5-6 Vehicle in inventory at all times			
Name of Applicant or Sponsor: Anthony M. Heaney		Telephone: 315 778-6540	
Address: Po Box 6434		E-Mail: theaney75@yahoo.com	
City/PO: Watertown NY	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.		NO <input type="checkbox"/>	YES <input checked="" 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:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<u>160</u> acres	
b. Total acreage to be physically disturbed?		<u>N/A</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>N/A</u> 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 checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		

<p>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: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>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: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>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: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: _____ Date: <u>8/20/18</u></p> <p>Signature: </p>		



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"/>

Agency Use Only [If applicable]

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)

PRINT FORM



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 1543 State Street

DATE: August 30, 2018

Request: Special Use Permit to allow an automobile sales lot in a Neighborhood Business District at 1543 State Street, Parcel Number 5-14-103.000

Applicant: Anthony M. Heaney

Proposed Use: Automobile sales lot

Property Owner: Kunzico LLC

Submitted:

8 ½” x 11” Copy of Parcel Map: Yes A Sketch of the Site to Scale: Yes

Completed Part I of an Environmental Assessment Form: Yes SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: The applicant proposes to use an existing structure and small parking area as an outdoor area for used automobile sales. The applicant proposes to use the existing parking area in front of and along the west side of the building to park the vehicles that are for sale. The property is split-zoned between Neighborhood Business and Residence B, and its previous tenant was a graphic design company. The sale of automobiles is permitted in Neighborhood Business Districts only by special approval of City Council, as per Section 310-8 of the Zoning Ordinance. This requires the applicant to apply for a Special Use Permit.

There are other auto-oriented businesses on this block. A tire shop and an oil change business are both located directly across State Street from the subject parcel and are both on properties that are zoned Neighborhood Business.

Special Use Permit Standards: Special Use Permits require City Council approval after recommendation from the Planning Board and a Public Hearing. The procedure is outlined in Section 310.67 of the Zoning Ordinance.

Special Use Permit standards are found in Section 310-52.3 of the Zoning Ordinance. The standards are as follows:

A. General standards. In granting a special use permit, the City Council may specify appropriate conditions and safeguards in harmony with the following rules and standards. These conditions will be in addition to any that may be imposed as part of site plan approval.

(1) The use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts. The nature and intensity of the operations involved in or conducted in connection with it shall be compatible with the general character and intensity of development of the neighborhood.

(2) The use's relation to streets giving access to it shall be such that traffic to and from the use will not be hazardous or inconvenient to the neighborhood or conflict with the normal traffic of the neighborhood. Convenient routes of pedestrian traffic shall be considered in relation to main traffic thoroughfares and to street intersections.

(3) The use's site layout shall minimize the inconvenience to the neighborhood by providing adequate parking and adequate visual and noise buffering. The parking requirements of this chapter shall be considered the minimum. The buffer composition, density and width shall be determined after considering the type of proposed use, type of uses surrounding it and the distance from the surrounding uses.

Site Plan Approval: The applicant indicated that there will be no physical changes to the site in terms of increased parking area, paving or other changes. If the size of the parking area increases beyond 400 square feet, a Waiver of Site Plan Approval will be required.

Other: In the event that the applicant's auto sales business is so successful that the available space behind the existing structure is needed, a zone change would be required as the parcel is currently split between Neighborhood Business and Residence B. The sale of automobiles is not a permitted use in Residence B, so it would make sense at that time to apply for a zone change.

The Planning Board should consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time. With no limit on the number or location of vehicles, conflicts may arise with pedestrian traffic on the sidewalk, especially given the limited space between the building and the sidewalk. The Planning Board may also wish to stipulate that the layout of the vehicles on site be such that they do not block any portion of the sidewalk.

On the attached sketch, the applicant has proposed the placement of automobiles along the western property line in an area that is currently green space. As noted above, if the size of the parking area increases beyond 400 square feet, a Waiver of Site Plan Approval will be required.

cc: City Council Members
Anthony M. Heaney, P.O. Box 6436, Watertown, NY 13601
Justin Wood, City Engineer



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601
Office: (315) 785-7740 - Fax: (315) 785-7829

Special Use Permit Application

APPLICANT INFORMATION

Name:

Mailing Address:

Phone Number:

Email:

CITY ENGINEERING DEPT. RECEIVED <i>J.P.H.</i> AUG 21 2018 WATERTOWN, NY

PROPERTY INFORMATION

Property Address:

Tax Parcel Number(s):

Property Owner (if not applicant):

If applicant is not owner or owner's representative, indicate interest in the property:

Signed Purchase Agreement (attach) Signed Lease (attach) None yet

Zoning District:

Land Use:

Required Attachments:

- 8.5x11 parcel map with property outlined with heavy black ink
- Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use:

Explain proposal (use additional 8.5x11 sheets if necessary):

*Wish to obtain Special Use Permit to Allow for
Automobile Sales LOT LOCATED AT 1543 STATE ST.
WATERTOWN NY 13601.*

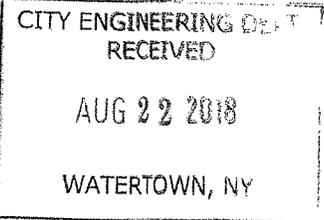
I certify that the information provided in this application is true to the best of my knowledge.

Signature:

Date:

December 1, 2015

SPECIAL USE PERMIT APPLICATION INSTRUCTIONS



What to submit –

- 16 copies of the “Special Use Permit Application” form, completed to the best of your knowledge
- 16 copies of the required attachments, listed in the “Property Information” section of above form
- \$100.00 non-refundable check, payable to the City of Watertown, New York
- PDF of the application and attachments, if possible

Where to submit – Special Use Permit applications shall be submitted to the City Engineer, 245 Washington Street, Watertown, NY 13601, at least 14 calendar days prior to the next Planning Board meeting (21 days if county review is required—see below).

What it is – A Special Use Permit is a special authorization by City Council to allow a particular land use in a zoning district that would otherwise prohibit said use. Acceptable special uses are listed in the Zoning Code under each district description. The purpose of the SUP process is to ensure that the proposed use will not adversely affect the neighborhood.

What the process is – The procedure for Special Use Permits follows section 27-b of the New York General City Law, the City Zoning Ordinance, 6 NYCRR Part 617 (SEQR), and New York General Municipal Law Section 239. Special Use Permits are subject to approval by the City Council after a recommendation from the Planning Board.

Public hearing required – A public hearing will be held by the City Council within 62 days of the receipt of an application.

Posting of notice on property – The applicant shall post a sign provided by the Planning Office on the premises of the proposed permit for a period of at least 2 weeks prior to the public hearing. The applicant shall submit an affidavit to the Council stating they this requirement has been met.

Decision deadline – The City Council will render a decision regarding approval of the application within 62 days of the public hearing. The deadline may be extended by mutual consent. The decision of the City Council shall be filed with the City Clerk within five days of rendering, and a copy will be mailed to the applicant.

SEQRA – The City Council will comply with the provisions of the State Environment Quality Review Act under Article 8 of the Environmental Conservation Law and the regulations contained therein.

County Planning Board Review – Those applications within the jurisdiction of General Municipal Law § 239 will be referred to the Jefferson County Planning Board for review. A recommendation from that Board is required before the Council may take action. To ascertain whether or not your property falls within this jurisdiction, visit the Planning or Engineering offices at City Hall, or phone (315) 785-7730.

Conditions – The Council may impose reasonable conditions and restrictions that are directly related to the proposed Special Use. Such conditions must be met in connection with the issuance of any permits by the City Engineer, City Code Enforcement Bureau, or other City officer.

Expiration – A Special Use Permit shall expire one year from the date it was granted if the involved property has not been used for the approved special use. A Special Use Permit will also expire immediately upon the cessation of the approved special use. The Council may impose more stringent expiry conditions at their discretion.

Short Environmental Assessment Form Part 1 - Project Information

CITY ENGINEERING DEPT.
RECEIVED

AUG 22 2018

WATERTOWN, NY

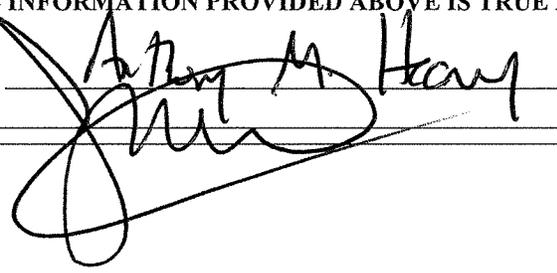
Instructions for Completing

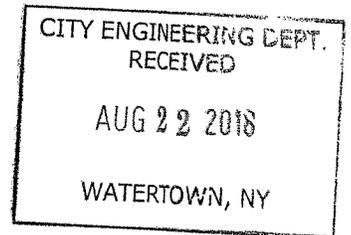
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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.

Part 1 - Project and Sponsor Information			
ANTHONY M. HEANEY			
Name of Action or Project: Priceless Auto			
Project Location (describe, and attach a location map): 1543 STATE ST. WATERTOWN NY 13601			
Brief Description of Proposed Action: Need SPECIAL USE Permit to Open Small Automotive Dealership to Current Address. NO SHOP WORK OR REPAIRS JUST STRICTLY SALES AND DETAILING. STORE WILL CONSIST OF APPROX 5-6 VEHICLE IN INVENTORY AT ALL TIMES			
Name of Applicant or Sponsor: Anthony M. Heaney		Telephone: 315 778-6540	
		E-Mail: theaney75@yahoo.com	
Address: PO Box 6434			
City/PO: Watertown NY	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.		NO <input type="checkbox"/>	YES <input checked="" 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:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.60 acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A 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 checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____		NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	

<p>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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: _____</p>		
<p>Signature: _____</p>	<p>Date: _____</p>	<p>8/ /18</p>



Agency Use Only [If applicable]

Project:

Date:

*Short Environmental Assessment Form
Part 2 - Impact Assessment*

CITY ENGINEERING DEPT.
RECEIVED
AUG 22 2018
WATERTOWN, NY

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 checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

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)

PRINT FORM

CITY ENGINEERING DEPT.
RECEIVED
AUG 22 2018
WATERTOWN, NY

LEASE

Commercial

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Arcon Nest, shall be referred to as "OWNER" and Tenant(s)/Lessee, Anthony Henry, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 1543 State St. in the city of Watertown NY 13601.

1. **TERMS:** RESIDENT agrees to pay in advance \$ 1200 per month on the 1 day of each month. This agreement shall commence on 8.18 and continue; (check one)
A. until , as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.
B. X until August 2019 on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows Mailed Money Order. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$, and a Security Deposit of \$, and additional charges/fees for , for a total payment of \$. All payments are to be made payable to .

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of \$, (not to exceed % of the monthly rent), shall be added and due for any payment of rent made after the of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except paid by tenant.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance N/A.

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ shall be required along with additional monthly rent of \$ along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. LIQUID FILLED FURNISHINGS: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. PARKING: When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space _____. The parking fee for this space (if applicable is \$_____ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

Lead Based Paint Disclosure Form

EPA Pamphlet

27. ADDITIONS AND/OR EXCEPTIONS

N/A

28. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at _____
10 Box 6737 Wintona CA 92593

29. INVENTORY: The premises contains the following items, that the RESIDENT may use.

N/A

30. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

- Keys #of keys and purposes _____
- House Rules Pet Agreement Other _____

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature _____
Date _____

RESIDENT'S Signature _____
Date _____

OWNER'S or Agent's Signature _____
Date _____



1 inch = 30 feet

September 11, 2018

To: Richard M. Finn, City Manager

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

Subject: Approving the Memorandum of Understanding Between the City of Watertown and the Salvation Army – Watertown, NY Corps for the Near East Target Area Demolition Project

The City's 2017-2018 Community Development Block Grant Program (CDBG) Annual Action Plan includes a project called the Near East Target Area Demolition Project. The project involves demolishing three blighted structures on the property located at 715 State St., owned by the Salvation Army. The goals of the project include removing blight from the neighborhood, encouraging the redevelopment of the property and supporting the overall stabilization of the neighborhood.

As detailed in the attached Memorandum of Understanding (MOU) between the City and the Salvation Army, the City will be responsible for demolishing the structures using CDBG funds in a not-to-exceed sum of \$102,400. After the demolition, the City will also utilize CDBG funding to install a bus shelter at the property to service the neighborhood and the City's A-2 Bus Route.

As part of the MOU, the Salvation Army agrees to provide funding in an amount up to \$21,000 to complete the project in the event that the total project cost exceeds the grant funding provided by the City. In addition, the Salvation Army agrees to improve and stabilize the neighborhood by redeveloping the property. Their redevelopment efforts will include creating green space for outdoor activities, improving access to the nearby City owned playground and expanding the existing parking lot. Future plans may also include an expansion of their facility to accommodate additional neighborhood residents and children through expanded community programs.

A Resolution approving the Memorandum of Understanding between the City and the Salvation Army – Watertown, NY Corps and authorizing the City Manager to execute the MOU on behalf of the City is attached for City Council consideration.

Action: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Approving the Memorandum of Understanding Between the City of Watertown and the Salvation Army – Watertown, NY Corps for the Near East Target Area Demolition Project

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 a recipient of Community Development Block Grant (CDBG) funding from the United States Department of Housing and Urban Development, and

WHEREAS the City has allocated CDBG funding as part of its 2017-2018 Annual Action Plan for the Near East Target Area Demolition Project, which involves demolishing three blighted structures on property located at 715 State Street, owned by the Salvation Army – Watertown, NY Corps (Salvation Army), and

WHEREAS the City and the Salvation Army have prepared a Memorandum of Understanding (MOU), and

WHEREAS the purpose of the MOU is to establish a means by which the City and the Salvation Army can work together to accomplish the demolition of the three vacant structures located at 715 State Street and to establish the roles and responsibilities of each organization in order to do so, and

WHEREAS demolishing the buildings will remove blight from the neighborhood on a spot basis, will be completed to prevent the spread of blight to adjacent properties and areas and will facilitate the redevelopment of the property and surrounding area and will allow the Salvation Army to subsequently improve and stabilize the neighborhood,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Memorandum of Understanding with the Salvation Army – Watertown, NY Corps, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Richard M. Finn, to execute the MOU on behalf of the City of Watertown.

Seconded by

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATERTOWN
AND
THE SALVATION ARMY – WATERTOWN, NY CORPS**

THE CITY OF WATERTOWN (“City”) desires to establish a means by which it can work together with the **SALVATION ARMY-WATERTOWN, NY CORPS** (“Salvation Army”) to accomplish the demolition of three vacant houses on Salvation Army property located at 715 State Street, Parcel Number 6-08-104.000, Watertown, NY. The goal is to encourage the redevelopment of the property and support the overall stabilization of the neighborhood.

I. Purpose:

The purpose of this Memorandum of Understanding is to establish a means by which the City and the Salvation Army can work together to accomplish the demolition of three vacant structures located at 715 State Street and to establish the roles and responsibilities of each organization in order to do so. Demolition of the buildings will remove blight from the neighborhood on a spot basis and will be completed to prevent the spread of blight to adjacent properties and areas. The demolition project will facilitate the redevelopment of the property and surrounding area and will allow the Salvation Army to subsequently improve and stabilize the neighborhood.

II. Agreement:

The **City** agrees to undertake the following:

- Utilize Community Development Block Grant (CDBG) funds in a not-to-exceed sum of \$102,400 for actual expenses incurred for the demolition, disposal, associated environmental clearance and site restoration for work performed at 715 State Street.
- Develop bid specifications for the demolition of the three vacant houses located at 715 State Street, Parcel Number 6-08-104.000.
- Oversee the bidding process, contract award, and overall project administration for the demolition project.
- Provide project monitoring services during the asbestos abatement process in compliance with New York State Industrial Code Rule 56.
- Construct and provide long term capital maintenance of a bus shelter at 715 or 723 State Street, at a site near the main sidewalk, on Salvation Army property, in a location that is mutually acceptable to both parties.

- Provide basic routine maintenance of the bus shelter, in conjunction with the Salvation Army, to include the cleaning of windows, sweeping, and the removal of any trash or debris that may accumulate from time to time within the shelter.

The **Salvation Army** agrees to undertake the following:

- Provide funding in an amount up to \$ 21,000, to complete the project in the event that the total project cost exceeds the sum of \$102,400 provided by the City.
- Improve and stabilize the neighborhood through the redevelopment of the land at 715 State Street, Parcel Number 6-08-104.000 by creating green space for outdoor activities, improving access to the nearby City owned playground and to expand the existing parking lot for the Salvation Army Soup Kitchen and Offices, located at 723 State Street.
- Develop a site plan for the redevelopment of the site, apply for site plan approval and obtain all required permits for the future construction of the parking lot and green space area.
- Provide pedestrian accommodations and access from the existing sidewalk network where appropriate, in compliance with the City's adopted Complete Streets Policy.
- Provide landscaped buffers and setbacks that are in accordance with the City Planning Board's Landscaping and Buffer Zone Guidelines that will adequately buffer and screen the proposed parking area from neighboring properties and the street.
- Where possible, employ green infrastructure techniques in the construction of the new parking area to mitigate both existing and new stormwater runoff that will be generated from the site, including but not limited to rain gardens and permeable paving materials.
- Allow the City to construct a bus shelter at either 715 or 723 State Street in a location that is mutually acceptable to both parties for the benefit of the entire neighborhood surrounding the Salvation Army facility.
- Provide basic routine maintenance of the bus shelter, in conjunction with the City, to include the cleaning of windows, sweeping, snow removal and the removal of any trash or debris that may accumulate from time to time within the shelter.

III. General Conditions:

Assignment: Neither party shall assign, transfer, convey or otherwise dispose of this agreement or any of their rights, title or interest therein or the power to execute this agreement without the prior written consent of the other party.

Conflict of Interest Clause: **Salvation Army** assures that no person under its employ who exercises any functions or responsibilities in connection with City of Watertown funded projects or programs have any personal financial interests, direct or indirect in this agreement.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available* to the **City** and no liability on account thereof shall be incurred by the **City** beyond monies available for the purpose thereof.

*General Municipal Law 109-b: "available" in an executory clause" relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds for the expenditure in question."

Independent Contractor (non-employee): The relationship of **Salvation Army** to the **City** arising out of this Agreement shall be that of an Independent Contractor. **Salvation Army**, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the **City** by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the **City**, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership of credit.

Liability:

a) **Salvation Army** shall hold and save the **City of Watertown**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the **Salvation Army**. The **Salvation Army** shall not hold itself out as representing the **City** or binding the **City** in any agreement.

b) The **City of Watertown** shall hold and save the **Salvation Army**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suit or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the **City of Watertown** during the construction of the bus shelter.

c) **Salvation Army** agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage, and that **Salvation Army** shall have full and adequate liability insurance at all times in the minimum amounts of \$1,000,000 individual and \$3,000,000 aggregate.

Modification and Termination:

- a) **Salvation Army** agrees to submit a written request to modify any portion of this agreement.
- b) **City** agrees to respond to any reasonable request within five (5) working days.
- c) **City** reserves the right to make a modification to this agreement as specified in the terms of this agreement.
- d) **Salvation Army** agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

Sale Limitation:

The Salvation Army agrees not to sell 715 State Street, Parcel Number 6-08-104.000 for a period of 10 years that begins when all demolition work is completed. If the property is sold during the 10-year period, the Salvation Army must immediately repay a portion of the CDBG funds that were expended for the project. A pro-rated portion of the CDBG funds spent must be repaid to the City if the term is not met. That repayment obligation will decline 1/10th each year and no repayment will be required ten years after work is completed. The City will place a lien on the property to protect the investment of CDBG funds. The lien will allow the City to recuperate costs incurred if the property is sold for another use rather than for the Salvation Army.

This proposal shall serve as the agreement between the **City** and **Salvation Army**. The **City** or **Salvation Army** may terminate this agreement for convenience upon thirty days' written notice, certified mail, return receipt requested. Upon termination, any outstanding fees due to **Salvation Army** shall be honored.

City of Watertown
By: Richard M. Finn, City Manager

Date

Salvation Army
By: Adolph M. Orlando, Second Assistant Secretary

Date

Res Nos. 8

September 11, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager
Subject: Reappointment to the Board of Assessment Review
Matthew P. Saunders

At the request of the City Council, Matthew P. Saunders was contacted and has agreed to serve another five-year term, such term expiring on September 30, 2023.

Attached for City Council consideration is a resolution reappointing him to the Board of Assessment Review.

RESOLUTION

Page 1 of 1

Reappointment to the Board of Assessment Review, Matthew P. Saunders

- 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

RESOLVED that the following individual is reappointed to the Board of Assessment Review effective immediately for a five-year term, such term expiring on September 30, 2023:

Matthew P. Saunders
 212 Green Street
 Watertown, New York 13601

Seconded by

Res No. 9

September 11, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Authorizing the Parking Lot Lease Agreement Between the City of Watertown and the Jefferson County Local Development Corporation

The Jefferson County Local Development Corporation (JCLDC) has approached the City of Watertown about renewing the lease for the use of the City-owned Arsenal Street parking lot and parking garage and a portion of the Court Street parking lot. The parking lots have been leased by the City for use by Convergys employees (formerly Stream) since 2003. The lease was originally put in place as part of an incentive package to bring the call center facility to downtown. Additional details about the history of the parking lot lease are provided in the attached documentation provided by the JCLDC.

Under the terms of the Agreement, the City of Watertown will lease 339 parking spaces in the Arsenal Street parking facility and 160 spaces in the Court Street parking lot to the JCLDC for use by Convergys employees. Although covered by the lease, the 160 spaces in the Court Street parking lot will remain open to the public until such time that the parking spaces are needed by Convergys due to an increase in employment at the facility. In the previous 15 years that these lots have been leased, the spaces in the Court Street parking lot have not been needed by the company and the spaces have remained open to the public.

The term of the lease is three (3) years. It will be the City's responsibility to maintain, repair and replace the improvements of the parking facilities. The City will also be responsible for the regular removal of snow and ice for the facilities. As noted in Article III, Section 3.02, the Jefferson County Industrial Development Agency (JCIDA), who will be the Sub-lessee, will pay the City \$20,000 per year to help defer the expenses incurred by the City for maintenance.

Attached for City Council consideration is a Parking Lot Lease Agreement between the City and the JCLDC. Included within the agreement is a written description of the leased area and drawings showing the leased facilities. A resolution is also attached that authorizes the agreement between the City and the JCLDC.

Action: City Manager recommends approval.

RESOLUTION

Page 1 of 1

Authorizing the Parking Lot Lease Agreement Between the City of Watertown and the Jefferson County Local Development Corporation

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 maintains certain parking facilities within the City of Watertown, and

WHEREAS the City has determined that a valid public purpose is served by leasing certain of these parking facilities to the Jefferson County Local Development Corporation, and

WHEREAS the City of Watertown and the Jefferson County Local Development Corporation desire to enter into an Agreement for the lease of said parking facilities,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Parking Lot Lease Agreement between the City of Watertown and the Jefferson County Local Development Corporation, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Joseph M. Butler, Jr. is hereby authorized and directed to execute said Lease on behalf of the City of Watertown.

Seconded by

Convergys Parking Lease Renewal

BACKGROUND

In 2001 and 2002, the City of Watertown, Jefferson County, local and state economic development agencies, workforce development professionals, and others all came together in a concerted effort to recruit Stream International for the establishment of a new call center in Watertown. The offer of state and local incentives, assistance in workforce recruitment, available infrastructure, and promotion of the community's strengths in location and workforce all helped to Watertown to win the new facility.

In order to provide Stream with the needed operations space, the Jefferson County Industrial Development Agency acquired the second story of the former Woolworth Department Store, assisted in its renovation, and has leased space to the company ever since. The first 10-year lease agreement ran from 2003 to 2013, when Stream exercised its option to renew for another 5 years. Parking leases with the City of Watertown and County of Jefferson have since run concurrently with the building lease. Shortly after exercising the 5-year renewal for 2013 – 2018, Stream was acquired by Convergys—the present tenant.

The current lease, and parking lease and sublease, expires September 30, 2018 with no renewal option. However, Convergys has agreed to a 3-year lease renewal at the Watertown location contingent upon continuing the terms of the current agreement and continuance of available parking.

Convergys is an in-bound call center and a world leader in customer experience outsourcing. They maintain customer service contracts with a variety of national and international companies. The Watertown facility currently employs approximately 600 people in downtown Watertown. For many, the company provides entry level work experience, with the skill development that will prepare them for advancement within the company or to higher level jobs with other companies. They are an important employer whose presence we wish to maintain.

PARKING LOT LEASE

Lease dated, 2018 between the **CITY OF WATERTOWN**, a New York State municipal corporation with offices located at 245 Washington Street, Watertown, New York 13601 ("**Landlord**") and **JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION ("JCLDC")**, a Not-For-Profit Corporation of the State of New York, with offices located at 800 Starbuck Avenue, Watertown, New York 13601 ("**TENANT**").

Landlord and Tenant hereby agree as follows:

ARTICLE I **THE DEMISED PREMISES**

Section 1.01 The Demised Premises. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of a parcel of land located in the City of Watertown, Jefferson County, New York, more particularly shown as the "Demised Premises" on Exhibit A attached hereto and made a part of this Lease.

Section 1.02 The Building. Reference to the "Building" means the two (2) story building near to the Demised Premises. Washington Street Properties, LLC owns a portion of the first floor of the Building. Jefferson County Industrial Development Agency ("JCIDA") owns the second floor and a portion of the first floor of the Building. JCIDA is currently leasing its portion of the Building to Stream New York Inc. ("**Stream**") pursuant to a lease agreement as amended and extended (the "**Stream Lease Agreement**") a copy of which has been delivered to the Landlord and Tenant. Without this Agreement, Stream would not enter into an amendment of the Stream Lease Agreement to extend its Term.

ARTICLE II **TERM**

Section 2.01 Term. The Term of this Lease shall be for a period of three (3) years commencing on October 1, 2018 (the "**Commencement Date**") and expiring on the last day of the month after the third anniversary of the Commencement Date (the "**Expiration Date**"). Notwithstanding the Commencement Date, the Tenant's rights to the exclusive use of the Demised Premises shall commence twenty (20) days following written notice by Tenant to Landlord of Tenant's intent to use the Demised Premises.

ARTICLE III **RENT**

Section 3.01 Rent. Tenant shall pay Fixed Annual Rent to Landlord at the annual rate of One (\$1.00) Dollar payable in advance on or before the 31' day of August each year during the Term and any extensions thereof.

Section 3.02 Additonal Rent. To help defer the expenses incurred by the Landlord

pursuant to Article IV of the Lease Agreement, the JCIDA as Sub-lessee shall pay to the Landlord the sum of \$20,000.00 commencing October 1, 2018 with a like sum being paid on the 1st day of October thereafter until October 1, 2021. These payments shall be deemed additional rent.

ARTICLE IV
MAINTENANCE AND REPAIR OF THE DEMISED PREMISES

Section 4.01 Maintenance and Repair of the Demised Premises. During the Term, Landlord shall maintain, repair and replace the improvements at the Demised Premises so as to keep them in good order and repair. Landlord shall reasonably regularly remove snow and ice from the Demised Premises so that its use will not be materially impaired. Tenant shall prepare and enforce a parking schedule to permit the reasonable snow removal activity to take place. Landlord shall operate, repair and replace any existing lighting systems currently in place and pay for the cost of electricity required to operate them.

Section 4.02 Emergency Repairs. If, in an emergency, it becomes necessary to make promptly any repairs required to be made by Landlord, Tenant may, but shall not be obligated to, proceed forthwith to have such repairs made and pay the cost thereof. Landlord agrees to pay Tenant the cost of such repairs on demand.

Section 4.03 Surrender of Premises. On the Expiration Date, Tenant shall quit and surrender the Demised Premises.

ARTICLE V
USE AND OPERATION

Section 5.01 Use.

- a. Tenant shall use the Demised Premises solely for the parking of passenger automobiles for invitees of Tenant and/or its subtenants or assignees and for no other purpose. Tenant shall have the exclusive right to use the parking spaces within the Demised Premises for that purpose. Tenant may establish reasonable procedures to enforce that exclusive right, including the posting of signs and towing unauthorized vehicles. Tenant shall indemnify and hold Landlord harmless from and against any claims, suits, judgments and proceedings arising as a result of Tenant's enforcement activities. Landlord shall not be required to take any action to enforce such exclusive rights on Tenant's behalf.
- b. The parking lot described in Parcel 2 in Exhibit A shall be open to the general public until such time as the Jefferson County Industrial Development Agency ("JCIDA"), the Sub-lessee, notifies the Landlord in writing 5 days in advance that parking spaces are needed by Stream for its employees due to an increase in employment at its Watertown, New York facility. The letter shall inform the Landlord of the approximate number of

parking spaces needed and those parking spaces shall then be exclusive to Stream's employees with the general public continuing to be allowed in those parking spaces not used by Stream's employees.

ARTICLE VI
TRANSFER OF INTEREST, PRIORITY OF LIEN

Section 6.01 Assignment and Subletting. Neither Tenant nor Tenant's successors or assigns or Subtenants by operation of law or otherwise shall assign or mortgage this Lease, or sublet the whole or any part of the Demised Premises or any part thereof to be used or occupied by others without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any consent by the Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction and shall not be construed as a waiver of the duty of the Tenant, or the legal representative or assigns of the Tenant, to obtain from the Landlord consent to any other or subsequent assignment or subletting. Landlord's consent to an assignment of this Lease or a subletting of the entire Demised Premises to a reputable financially responsible party who shall lease or own Tenant's Building shall not be unreasonably withheld or delayed. Notwithstanding anything else contained in this paragraph, the Tenant may, without the prior written consent of the Landlord, enter into a sublease with JCIDA subleasing all of its rights and obligations pursuant to this Lease and JCIDA in turn may enter into a further sublease with Stream, its designee or assignee upon the condition that the subtenants assume all of the obligations of the Tenant under this Lease. It is further acknowledged that the rights established under this Lease may be assigned and/or mortgaged without the Landlord's consent by the JCIDA as additional security to a lender which provides financing for all or a portion of the redevelopment of the Building.

ARTICLE VII INDEMNITY
AND LIABILITY

Section 7.01 Indemnity. Tenant hereby indemnifies and agrees to save harmless Landlord from and against any and all claims, suits, proceedings, loss, liability, judgments and executions ("Claims")(including reasonable costs and attorney's fees in connection with the same) which either (a) arise from or are in connection with the possession, use, occupation, management, repair or control of the Demised Premises; (b) arise from or are in connection with any act or omission of Tenant, Tenant's agents or invitees; (c) result from any default, breach, violation or nonperformance of this Lease by Tenant; or (d) result in injury to person or property loss or loss of life sustained in or about the Demised Premises. Tenant shall defend any actions, suites and proceedings which may be brought against Landlord with respect to the foregoing or in which they may be impleaded. Tenant shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against Landlord or such Master Lessor in connection with the foregoing. This section shall not be interpreted so as to oblige the Tenant to indemnify the Landlord for the Landlord's own negligence.

Section 7.02 Liability. This lease or its assignment shall be conditioned upon the Tenant and any subtenant, or its assignee or designee obtaining public liability insurance with limits of \$1,000,000.00 and naming the Landlord as an additional insured.

ARTICLE VIII
FAILURE TO PERFORM, DEFAULTS REMEDIES

Section 8.01 Default.

a. An "Event of Default" means: (i) any failure of either the Landlord or Tenant to perform any of the terms, conditions or covenants of this Lease to be observed or performed by Landlord or Tenant, as the case may be, for more than thirty (30) days after written notice of such default shall have been served upon the defaulting party, except that if such default is of such a nature that it cannot be completely remedied within said thirty (30) days and if the defaulting party shall commence the curing thereof within said thirty (30) days and shall thereafter diligently prosecute the same to completion and take all steps necessary to remedy such default then said thirty (30) day period shall be correspondingly extended for such reasonable period as is required to cure the same or (ii) termination of the Stream Lease Agreement.

b. If an Event of Default occurs and is continuing, the non-defaulting party to this Agreement, may commence an action against the defaulting party for either specific performance, damages and/or termination of this Lease. Notwithstanding anything in this paragraph above to the contrary, the non-defaulting party shall be entitled to any other remedies that it may have in law or equity.

ARTICLE IX
COVENANT OF QUIET ENJOYMENT

Landlord covenants that if Tenant pays the rent and performs all of its obligations provided for hereunder, and observes all of the other provisions thereof, Tenant shall at all times during the Term hereof peaceably and quietly have, hold and enjoy the Demised Premises without any interruption or disturbance from Landlord.

ARTICLE X GENERAL
PROVISIONS AND INTERPRETATION

Section 10.01 Communications. No notice, request, consent, approval, waiver or other communication under this Lease shall be effective unless the same is in writing and is mailed by registered or certified mail, postage prepaid, or sent by a recognized overnight delivery service, addressed:

a. If the Landlord, to the address set forth as Landlord's address on the first page hereof, or such other address as Landlord designates by giving notice thereof to Tenant, with a copy to:

Richard M. Finn, City Manager
City of Watertown
245 Washington St., Rm. 302
Watertown, New York 13601

b. if the Tenant, to the address set forth as Tenant's address on the first page hereof, or such other address as Tenant designates by giving notice thereof to Landlord, with a copy to:

Donald C. Alexander, CEO
Jefferson County Local Development Corporation
800 Starbuck Avenue
Watertown, NY 13601

Section 10.02 Prior Written Consent. No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. This Lease may not be modified except by a writing subscribed by all parties, nor may this Lease be cancelled by Tenant except with the written consent of Landlord, unless otherwise specifically provided herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 10.03 Non-Waiver. No waiver of any provisions of this Lease shall be effective unless in writing, signed by the waiving party. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease.

Section 10.04 Captions. All captions herein are solely for convenience and shall not be given any legal effect.

Section 10.05 Survival. Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

Section 10.06 Miscellaneous. The submission by Landlord of the within Lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall confer no rights nor impose any obligations, including brokerage obligations, upon either party unless and until both Landlord and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties.

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed, attested to and ensealed by its duly authorized officers and Tenant has caused this Lease to be executed, attested to and ensealed by its duly authorized representatives.

**LANDLORD:
CITY OF WATERTOWN**

By: Joseph M. Butler, Jr., Mayor

STATE OF NEW YORK)
COUNTY OF JEFFERSON)

On the ____ day of _____, 2018, before me, the undersigned a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**TENANT:
JEFFERSON COUNTY LOCAL DEVELOPMENT
CORPORATION**

By: Donald C. Alexander, CEO

STATE OF NEW YORK)
COUNTY OF JEFFERSON)

On the ____ day of _____, 2018, before me, the undersigned a notary public in and for said state, personally appeared **Donald C. Alexander**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PARCEL I

All that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York and further described as follows:

Beginning at a point in the northerly street margin of Arsenal Street: said point being situate S 70° - 15" E. A distance of 494.8' ±; thence N 23° - 07' E. a distance of 10.02' ± from the intersection of the Easterly street margin of Massey Street and the Northerly street margin of Arsenal Street: said point also being the most southeasterly corner of P.N. 704103.

Thence N 23° - 07' E a distance of 307.69' ± to a point;
Thence N 60° - 54' W a distance of 86.39" ± to a point;
Thence N 37° - 53' E a distance of 313.73' ± to a point;
Thence S 83° - 20' E a distance of 130.99' ± to a point;
Thence S 32° - 20' E a distance of 235.0' ± to a point;
Thence S 57° - 40' W a distance of 100.0' ± to a point;
Thence S 19° - 45' W a distance of 425.68' ± to a point;
Thence N 70° - 15' W a distance of 282.0' ± to the point of beginning;

Containing 4.16 Acres more or less, Subject to a 50' Easement granted to the City of Watertown.

Subject to any and all other rights or restrictions of record

It being the intent to describe the parcel of land designated as parcel "G", on a map by John Cook, P.E. titled Disposition Map, Urban Renewal Project - N.Y. R-70, Court - Arsenal STS. Said map being on file at the City of Watertown Engineering Office. Said parcel also known as P.N. 704101; and currently being used as a parking lot, deck and garage consisting of approximately 337 parking spaces as shown in Exhibit A attached to resolution 16 adopted by the City of Watertown City Council on June 3rd, 2002.

PARCEL II

All that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York and further described as follows:

Beginning at a point on the Northerly property line of parcel P.N. 703101, said parcel also known as parcel "B" on the before mentioned map by John Cook, P.E., said point being S 49° - 35' E, a distance of 205' ± from the most Northeasterly corner of P.N. 703101.

Thence S 49° - 35' E a distance of 220' ± to a point;
Thence S 32° - 20' E a distance of 110' ± to a point;
Thence S 11° - 12' E a distance of 66' ± to a point;

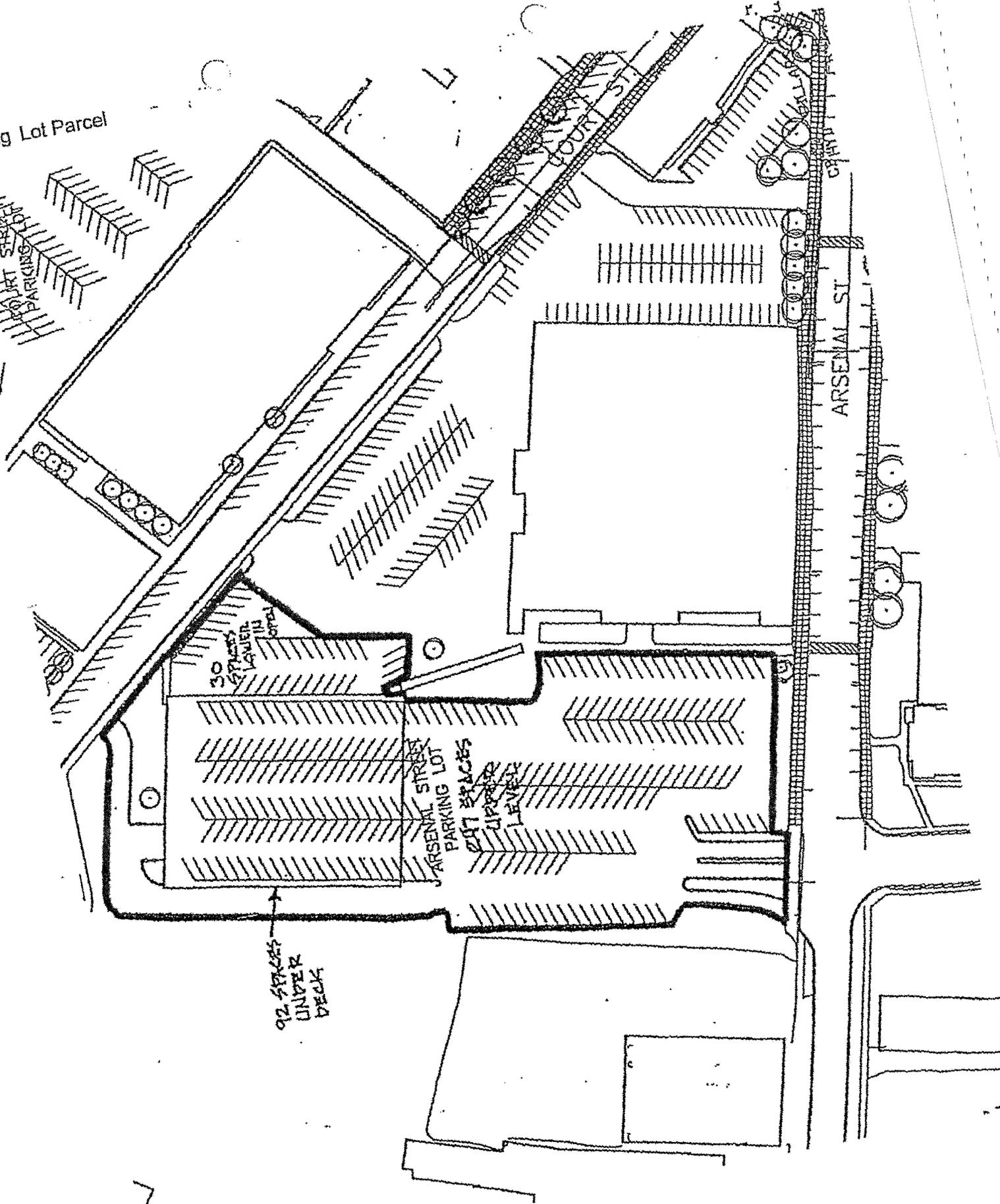
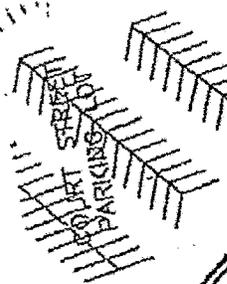
Thence Southwesterly a distance of 20'± to a point;
Thence Southwesterly a distance of 168'± to a point;
Thence Northwesterly a distance of 363' ± to a point;
Thence Northeasterly a distance of 119' ± to a point;
Thence Northeasterly a distance of 27' ± to the point of beginning.

Containing 1.6± acres more or less.

Subject to any and all other rights or restrictions of record.

It being the intent to describe portions of parcels "A", "B", "C" and Jackson Street on the before mentioned map by John Cook P.E. and also known as parcels P.N. 703101, P.N. 703102, and 703202, currently being used as a parking lot and consisting of 160 parking places more or less as shown in Exhibit A attached to resolution 16 adopted by the City of Watertown City Council on June 3rd, 2002 .

Parking Lot Parcel



30 STREETS UNDER DECK

92 STREETS UNDER DECK

ARSENAL STREET PARKING LOT CUT SPACES UPPER LEVEL

ARSENAL ST

COURT ST

7

28

Parking Lot Parcel

P. 2
1" = 150'

GLOBE MINI MALL

COURT PARKING LOT

LIBERTY CHURCH

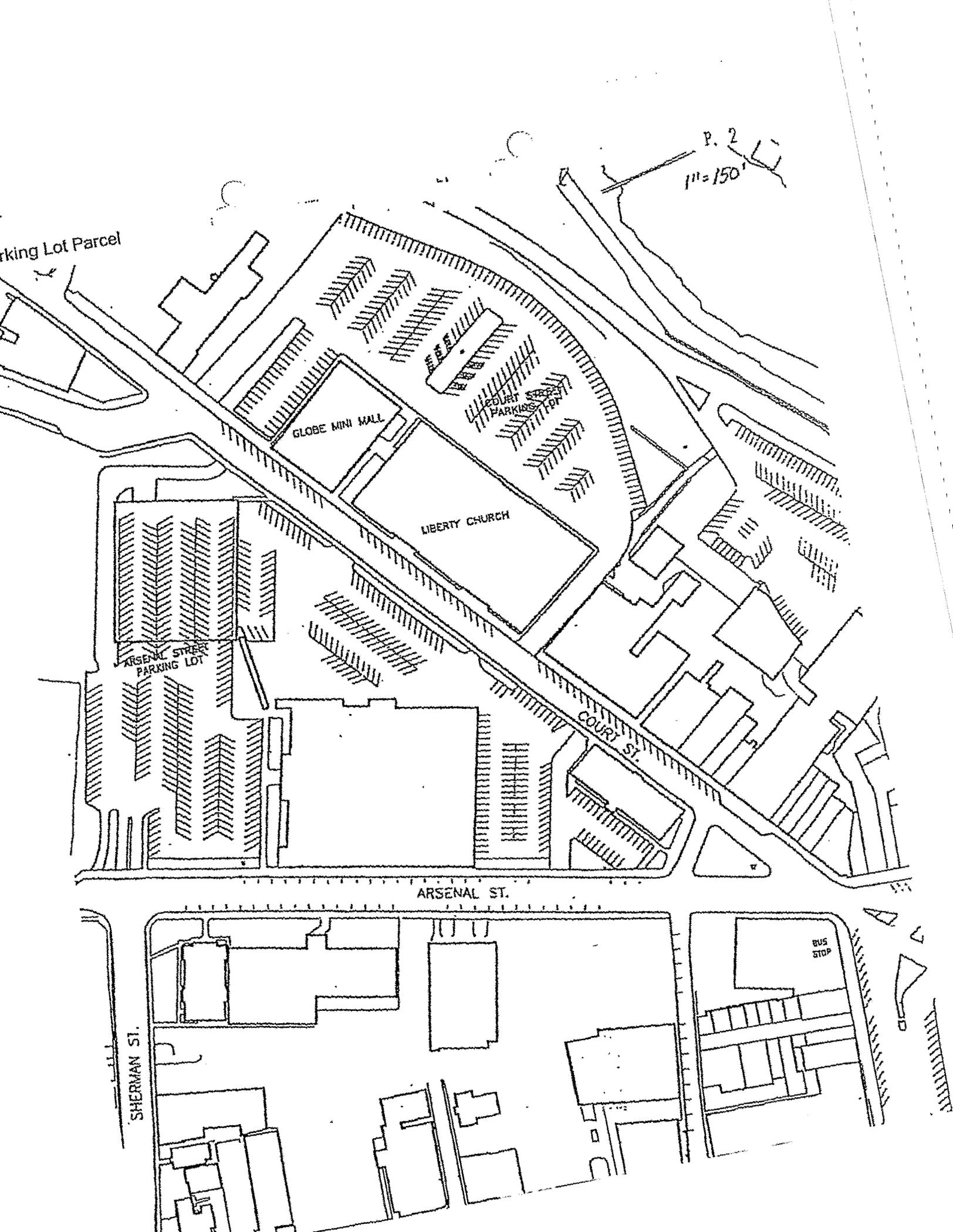
ARSENAL STREET PARKING LOT

COURT ST.

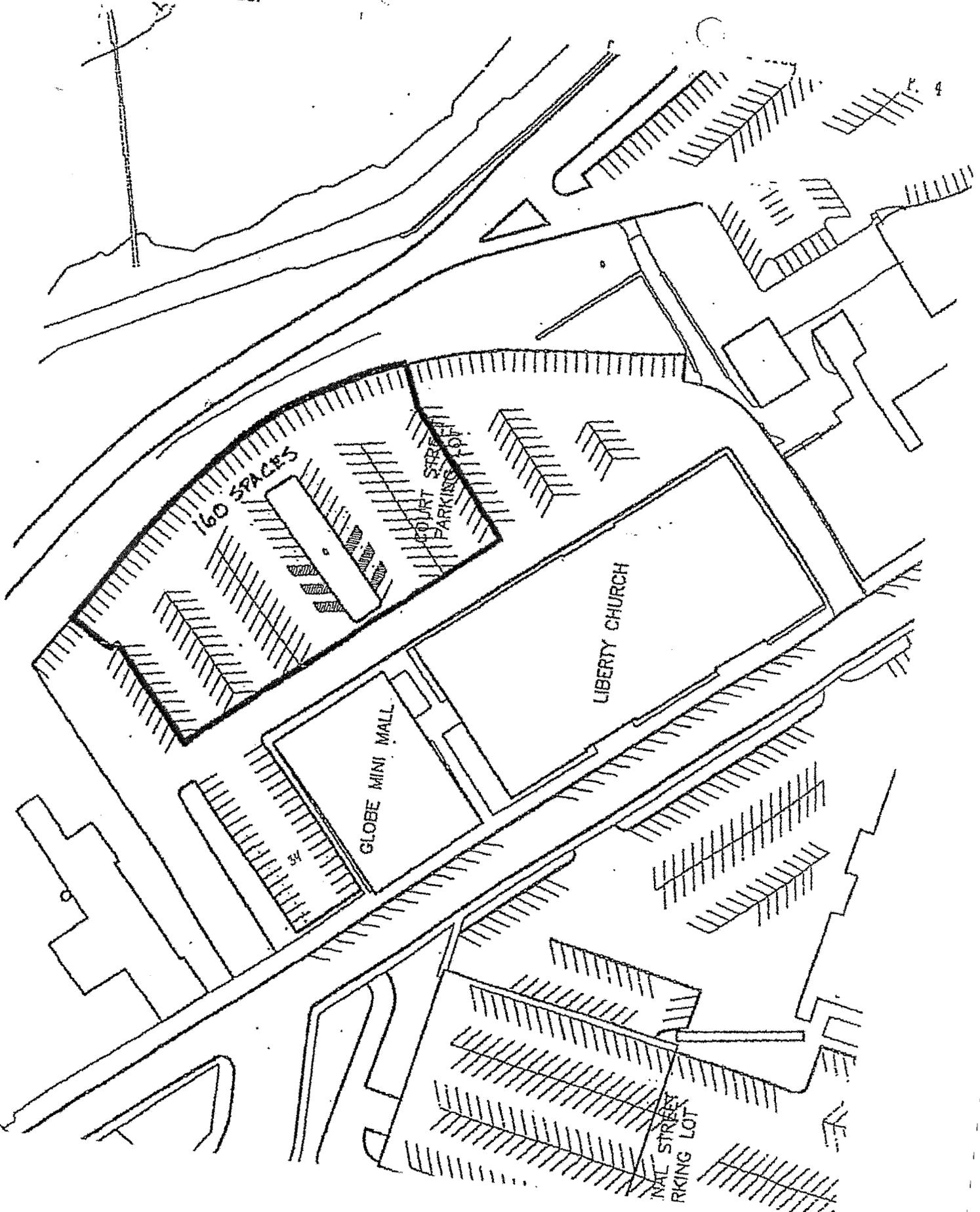
ARSENAL ST.

SHERMAN ST.

BUS STOP



City Parking Lot Parcel



Ord No. 1

September 11, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Thompson Park North Down Drive Wall

Included in the Fiscal Year 2018-19 Capital Budget was a project to rehabilitate a major retaining wall on North Down Drive in Thompson Park at an estimated cost of \$350,000. Earlier in tonight's agenda City Council was presented with a resolution to accept the bid submitted by DEW Builders in the amount of \$260,500. If it was approved, City Council must also consider the following bond ordinance to cover the projected cost of the project.

DEW Builders	\$ 260,560
Bonding Costs and Contingency	<u>39,440</u>
Total	<u>\$ 300,000</u>

Action: City Manager recommends approval.



ORDINANCE

An Ordinance Authorizing the Issuance of \$300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of a Retaining Wall on North Down Drive in Thompson Park, in and for Said City

Page 1 of 6

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 September 17, 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 _____, who moved its adoption, seconded by _____, to wit:

BOND ORDINANCE DATED SEPTEMBER 17, 2018.

WHEREAS, it appears necessary to rehabilitate a retaining wall on North Down Drive in Thompson Park, which is a Type II Action within the meaning of the State Environmental Quality Review Act and requires no environmental review thereunder; and

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

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

ORDINANCE

An Ordinance Authorizing the Issuance of \$300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of a Retaining Wall on North Down Drive in Thompson Park, in and for Said City

Page 2 of 6

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 1. For the specific object or purpose of paying the cost of the rehabilitation of a retaining wall on North Down Drive in Thompson Park, including repointing, storm sewer improvements, and walkway repaving, in and for the City of Watertown, Jefferson County, New York, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$300,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$300,000 and that the plan for the financing thereof is by the issuance of the \$300,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

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

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

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

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

ORDINANCE

An Ordinance Authorizing the Issuance of \$300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of a Retaining Wall on North Down Drive in Thompson Park, in and for Said City

Page 3 of 6

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

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of

ORDINANCE

An Ordinance Authorizing the Issuance of \$300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of a Retaining Wall on North Down Drive in Thompson Park, in and for Said City

Page 4 of 6

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

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

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

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

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

Section 14. This ordinance, which takes effect immediately, 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of a Retaining Wall on North Down Drive in Thompson Park, in and for Said City

Page 5 of 6

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

Table with 2 columns: YEA, NAY. It is currently empty.

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

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

VOTING _____
VOTING _____
VOTING _____
VOTING _____
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 September 17, 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 Authorizing the Issuance of \$300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of a Retaining Wall on North Down Drive in Thompson Park, in and for Said City

Page 6 of 6

- 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 Notice Date of Posting

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

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

City Clerk
(CORPORATE SEAL)

Seconded by

Public Hearing – 7:30 p.m.

September 11, 2018

To: Richard M. Finn, City Manager

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

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

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The public hearing scheduled for September 17, 2018 coincides with the City submitting its Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). The CAPER serves as the year-end summary report of the CDBG activities that the City undertook during the most recent program year which was July 1, 2017 through June 30, 2018. The public hearing is being held to give the public the opportunity to comment on the CAPER and the City's annual performance.

Some of the City's accomplishments during the 2017-2018 Program Year included demolishing the dilapidated structures at 158 and 166 Academy St., and continued work on the multi-phased sidewalk reconstruction project on Huntington Street. Phase 1 of the ADA Accessible Ramp Construction Project was completed and Phase 2 of the project was started. A total of eight new ADA ramps were constructed at various locations in the City. The City also assisted the Watertown Housing Authority with the Meadowbrook Apartments Sidewalk Reconstruction Project, which involved reconstructing sidewalk ramps and sidewalks along Walker Ave. and Burns Ave. The City also replaced two dilapidated and undersized bus shelters; one on Superior St. near Kelsey Creek Apartments and the other on Huntington St. near Huntington Heights Apartments.

During the 2017-2018 Program Year, the City also made significant progress on our various housing rehabilitation programs and the homebuyer program. Over the course of the year, Neighbors of Watertown rehabilitated eight rental units, eight owner occupied units and assisted two homebuyers in purchasing homes. Many other property owners are currently working with Neighbors to rehabilitate their homes through this program. Those owners are in the various stages of project development, from the initial application phase all the way through to the start of construction. In addition to the above, the rehabilitation of several properties that make up the Black River Apartments has been completed. A total of 77 units were rehabilitated at several

buildings including 261 State Street, 550 Coffeen Street, 272 Mullin Street, 536 Emerson Street, and 152 Academy Street. The City utilized CDBG funding to help pay for the architectural and engineering design fees for the project.

The City assisted the Points North Housing Coalition (PNHC) with implementing the Point-In-Time Count Outreach and Education Initiative and also completed the Fair Housing Education Project. The Fair Housing Project included Fair Housing training sessions geared toward landlords and service providers, marketing and investigation of complaints of discrimination related to Fair Housing.

The City also supported the Watertown City School District's Food for Families Program by providing a grant to purchase food from the Central New York Food Bank that provided under-resourced children and their families with a backpack full of food for the weekend. The CDBG grant provided for the purchase of enough food to fill approximately 834 backpacks and feed 21 families per week for approximately 40 weeks.

On September 1, 2018, a draft of our Program Year 2017-2018 CAPER was made available to the public at various City offices, at the Flower Memorial Library and at the offices of the Watertown Housing Authority. It was also published on the City's website and can be viewed with the following link: <http://www.watertown-ny.gov/admin/DocumentView.asp?DID=1417>

Following the public hearing, Staff will incorporate any public comments that are received into the CAPER and will submit it to HUD prior to the September 28, 2018 deadline.

A handwritten signature in black ink, appearing to be 'RMA', with a horizontal line underneath it.

September 13, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Recommended Short-Term Commitment to Continue the Dog Control Program with the County

On August 15, 2018, the City received written correspondence from the County Administrator indicating that it was the intent of the County Legislature to terminate the dog control program effective at the end of the current calendar year, December 31, 2018. The City was advised that the County's decision was based on a number of townships leaving the program and adversely affecting the funding of the dog control program.

The City Manager's office has made contact with the County Administrator and has talked to the townships' president of the Board of Supervisors, and we are currently working on identifying potential options. This will take approximately the next 60-90 days to come up with a permanent recommendation. The County has advised the City that if it is our desire, we can extend the current program for an additional six months. Such an extension would allow the current program to continue through June 2019.

At the present time, it is my recommendation that we advise the County that it is the City's intention to continue the current dog control program for an additional six months through June 2019. During this time, we will work with the Townships to determine what options are available and what the related costs are moving forward into the future. It is noted that one of the options is to continue with the County for an additional five years at a cost of approximately \$50K more than what we are currently paying now.

It is our hope that we will be able to identify other options as effective but at a much more reduced cost of operation.

County of Jefferson
Office of the County Administrator

Historic Courthouse
195 Arsenal Street, 2nd Floor
Watertown, NY 13601-2567
Phone: (315) 785-3075 Fax: (315) 785-5070

OFFICE OF CITY MA
AUG 13 2018
WATERTOWN, NEW



TO: Joe Butler, City of Watertown Mayor
FROM: Bob Hagemann, County Administrator *RFH*
DATE: August 10, 2018
SUBJECT: Proposed Resolution For Continuation of the Dog Control Program

For the past 19 years a very effective dog control program has been in place in the City of Watertown managed, of course, by Jefferson County. Unfortunately, the program has been challenged over the past couple of years due to the departure of a number of Towns and the corresponding loss of revenue impacting the overall county-wide program. While a significant reduction in operational expenses has taken place in order to adjust to our new programming environment, the potential impact to cover future cost for all remaining municipalities looms significant.

Frankly, as things stand today, a county-wide service is no longer feasible and, to that end, you were officially notified in mid June of the decision to end the program as of January 1, 2019. At the same time, given the perceived difficulties that our remaining stakeholders might experience in having to establish their own program in relatively short order, the County was very willing to extend the dog control program another six months if, collectively, everyone felt that to be of importance during an extended transition period. To date, only one stakeholder has favorably responded to that offer so, with our current year rapidly coming to a close, our assumption has to be that everyone is proceeding on the bases that the county-wide program will cease in a little less than five months.

At the time of our outreach to everyone this past June, we also expressed a desire to continue this important program well into the future because of its importance to residents throughout the County and for the efficiencies that go along with a county-wide program. While you have already been served official notice of a program closure date we still remain hopeful that the dog control program can continue for years to come. To that end, you will find enclosed an updated Intermunicipal Agreement that, if approved in a timely basis by the City as well as all 14 Towns, could allow for uninterrupted dog control services well beyond 2018. I must stress, however, that time is of the essence for all of us so we need to have in hand by September 28, 2018, your affirmative response and corresponding action. Absent that positive feedback from all of our local partners the final decision will have been made, as we outlined previously, that we will have to shut down the entire dog control program at year end.

In summary, over the course of the next seven weeks the decision yet to be made is whether to continue the county-wide dog control program for five more years, extend the existing program only through June of 2019 or opt out of a shared services set up and independently provide some level of dog control services for City and Town residents. While a formal action will be required by each of our 14 Towns and City stakeholders, the decision made by any one municipal partner will also

affect everyone else because the economics of the existing program will require everyone to be on board together. I, therefore, encourage you to also network with Town Officials. Certainly, Town Association President, Vince Moore, Dog Control Director Todd Cummings or I would also be available to help clarify any questions that might surface during your review of what you believe to be the best direction to move towards beginning in 2019.

It has been a pleasure serving your residents and their treasured dogs for many years now. Hopefully, such services to the City and on a county-wide basis will continue in the years to come but that determination is yet to be made. Thank you for your consideration of these important dog control service options.

August 31, 2018

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Tax Sale Certificate Assignment Request – 822 Bronson Street

The City has been approached by Ren Rumble, owner of 816 Bronson Street, requesting to be assigned the City’s tax sale certificate for 822 Bronson Street. The tax sale certificate was acquired by the City as the default bidder from the tax sale certificate auction held on June 22, 2017. The current redemption price of the certificate is \$3,801.46. The owner of record for the parcel is JPMorgan Chase Bank NA. Mr. Rumble is also in the process of acquiring 820 Bronson Street currently owned by the Secretary of Veterans Affairs.



822 / 820 / 816 Bronson Street

ACTION: The City Manager recommends consideration.