

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, February 4, 2013, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRESENTATION**

Citizen's Award – Bernard H. Brown

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving Employee Assistance Program Service Agreement, Northern Employee Assistance Services
  
- Resolution No. 2 - Authorizing Sale of Real Property, Known as 123 Lynde Street East to Thousand Islands Area Habitat for Humanity, 1 Public Square, Watertown, New York 13601
  
- Resolution No. 3 - Approving Contract for Professional Services With Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2013 Small Cities CDBG Application
  
- Resolution No. 4 - Approving Contract for Professional Services For Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2013 HOME Application to HTFC
  
- Resolution No. 5 - Approving 2013-14 Franchise Agreement, 1000 Islands Privateers, LLC

Resolution No. 6 - Finding That Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, From Residence A to Residence C Will Not Have a Significant Impact on the Environment

Resolution No. 7 - Finding That Amending Section 310-34 of the Zoning Ordinance to Disallow Roomers in Residence A Districts Will Not Have a Significant Impact on the Environment

## **ORDINANCES**

## **LOCAL LAW**

## **PUBLIC HEARING**

7:30 p.m. Ordinance Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, from Residence A to Residence C

7:30 p.m. Ordinance Amending the Code of the City of Watertown, §310-34, Accessory Uses in Residence Districts

## **OLD BUSINESS**

## **STAFF REPORTS**

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To discuss the employment history of particular individuals.

## **WORK SESSION**

Next Work Session is scheduled for Monday, February 11, 2013 at 7:00 p.m.

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY, FEBRUARY 19, 2013.**

Res No. 1

January 23, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Approving Employee Assistance Program (EAP) Service Agreement, Northern Employee Assistance Services

Attached for City Council consideration is a resolution approving a Service Agreement between the City of Watertown and Northern Employee Assistance Services (NEAS), 167 Polk Street, Watertown, NY. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

An effective EAP program is a crucial management tool aimed at helping employees cope with stressful situations at home and work, as well as contend with the many uncertainties of life. The NEAS is available to assist City employees and their family members with a wide range of situations such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

During the past year, NEAP has provided the City of Watertown with program utilization statistics that show 17 individuals availed themselves of the services available through this Agreement. The full set of utilization statistics are attached for Council review.

The rate for services under the proposed Agreement is \$20.15 per employee, the same rate as last year's Agreement. The total cost of this Agreement is \$7,012.20.

# RESOLUTION

Page 1 of 1

Approving Employee Assistance Program Service Agreement, Northern Employee Assistance Services

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

YEA	NAY

***Introduced by***

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to continue to provide such a program for its employees and their families, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Northern Employee Assistance Services, 167 Polk Street, Watertown, NY, for a one-year term,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employee Assistance Program Service Agreement between the City of Watertown and Northern Employee Assistance Services, a copy of which is attached and made part of this resolution, and

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

***Seconded by***

NORTHERN EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between the Northern Employee Assistance Services (Alcohol and Substance Abuse Council of Jefferson County) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **March 1, 2013 to February 29, 2014** or until cancelled by either party upon 60 days written notice to the other party.

The Northern Employee Assistance Services (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Company):

1. The Provider will consult with the Company and the advisory committee regarding continuing program development.
2. The Provider will assist the Company in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. Trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Company program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Company when appropriate with respect to the Northern Employee Assistance Services.
8. The Provider will assist the Company with any program evaluation efforts for the purpose of ongoing program development and justification.

The cost of said Northern Employee Assistance Services for the specified period, based on **348 employees at \$20.15 per capita is \$7,012.20**, payable in full or \_\_\_\_\_ parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

NORTHERN EMPLOYEE  
ASSISTANCE SERVICES (ASAC)

City of Watertown

 \_\_\_\_\_ Date 1/14/11  
William W. Bowman, Executive Director  
Alcohol & Substance Abuse Council  
of Jefferson County

\_\_\_\_\_ Date \_\_\_\_\_  
Sharon Addison, City Manager

PLEASE NOTE: All checks must be made payable to the Alcohol & Substance Abuse Council

**N O R T H E R N**  
**EMPLOYEE**  
**ASSISTANCE**  
**S E R V I C E S**

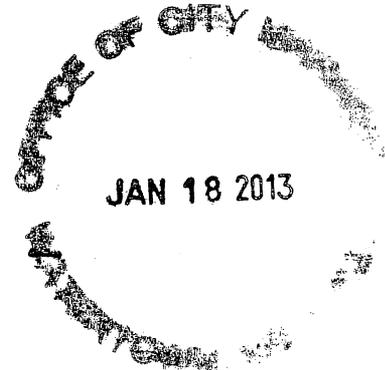
The Marcy Building • 167 Polk Street, Suite 320 • Watertown, NY 13601

Telephone: (315) 788-4790

Fax: (315) 788-4922

January 17, 2013

City of Watertown  
City Manager, 3<sup>rd</sup> Floor  
245 Washington St.  
Watertown, N.Y. 13601  
ATTN: Sharon Addison



Dear Ms. Addison:

Enclosed is your contract for employee assistance services from Northern Employee Assistance Services (NEAS) for the upcoming year. As you'll see, there are no changes to your contract from the previous year.

Please peruse this contract and call either myself or Chris Paige with any questions you may have. We would be happy to discuss our program with you, including ways we could increase our value to the City of Watertown, whether it be to increase utilization, awareness or provide trainings, seminars or any other consultation services.

We are continually upgrading our product. In the past year we have added new trainings and have upgraded our website. For 2013 we have additional plans for further upgrades including an online orientation feature.

We value our partnership and strive to provide you with the highest quality service. Again, please let us know if there are any ways we can assist you in maximizing your employee assistance benefit and helping you achieve the highest standards of success.

Sincerely,

A handwritten signature in black ink, appearing to be "William Bowman", with a long horizontal line extending to the right.

William Bowman,  
Executive Director

## 2012 Northern Employee Assistance Services City of Watertown Quarterly Report

	QTR 1	QTR 2	QTR 3	QTR 4	YTD
<b>OVERALL STATISTICS</b>					
New Clients	2	5	2	8	17
Client Contacts	6	7	4	22	39
Orientation/Training Attendance	65	0	0	1	66
Health/Benefits Fair	0	0	0	0	0
<b>NEW CLIENT DATA ONLY</b>					
Employees Assisted	2	1	1	5	9
Family Members Assisted	0	4	1	3	8
<b>HOW EAP WAS ACCESSED</b>					
Voluntary Self Referral	2	1	1	3	7
Family Member	0	4	1	4	9
Supervisor	0	0	0	1	1
Co-Worker/School	0	0	0	0	0
<b>SOURCE OF AWARENESS</b>					
Poster	0	0	0	0	0
Pamphlet	0	1	0	1	2
Orientation	1	0	0	1	2
Co-Worker/School	0	1	0	1	2
Supervisor	0	0	1	1	2
Family Member/Friend	1	3	1	4	9
Wallet Card	0	0	0	0	0
<b>PROBLEM AREA</b>					
Alcohol Use	0	0	0	1	1
Drug Use	0	0	0	0	0
Alcohol/Drug use in family	0	1	0	0	1
Mental/Emotional	1	0	1	1	3
Financial	0	0	0	0	0
Job/School	0	0	0	1	1
Family/Relationship	1	4	1	5	11
Legal	0	0	0	0	0
<b>ASSESSMENTS/RESULTS</b>					
Formal Referral	0	0	0	3	3
Handled by EAP Staff	2	5	2	5	14

**COMMENTS:**

Res No. 2

January 23, 2013

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Donation of 123 Lynde Street E to Thousand Islands Area  
Habitat for Humanity

At the regular meeting of January 22, 2013, City Council reviewed a request from the Thousands Islands Area Habitat for Humanity for the donation of City-owned property at 123 Lynde Street E. As Council is aware, the City took this property for non-payment of property taxes last year. Upon the recommendation of Code Enforcement Supervisor McWayne, the building was demolished and all debris was removed from the site.

At the January 22 meeting, Council assented to the TIAHFH request. The attached resolution, prepared for Council's consideration by City Comptroller Mills, formally authorizes the donation of the land at this address.

**RESOLUTION**

Page 1 of 2

Authorizing Sale of Real Property,  
 Known as 123 Lynde Street East to  
 Thousand Islands Area Habitat for Humanity,  
 1 Public Square, Watertown, New York 13601

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

Total .....

YEA	NAY

***Introduced by***

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WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 123 Lynde Street East, approximately 86' x 73' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 03-04-201.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1.00 submitted by Thousand Islands Area Habitat for Humanity for the purchase of Parcel No. 03-04-201.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

# RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,  
Known as 123 Lynde Street East to  
Thousand Islands Area Habitat for Humanity,  
1 Public Square, Watertown, New York 13601

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

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Thousand Islands Area Habitat for Humanity upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

**Seconded by**



10 January, 2013

Dear Honorable Mayor Graham and City Council Members:

On behalf of the Thousand Islands Area Habitat for Humanity (TIAHFH), our affiliate is most interested in acquiring the building lot at 123 E. Lynde Street in the city of Watertown. We know that the previous dwelling on that lot has been demolished.

At the present time, the only buildable site that TIAHFH owns is our present build at 1130 Superior Street which will be continued in the spring with a targeted completion date in the fall.

Thank you for considering TIAHFH's request for the property at 123 E. Lynde Street. We look forward to being able to construct another house in the city of Watertown.

Sincerely,



Lynn Morgan  
TIAHFH Vice-President



United Way  
of Northern New York, Inc.

January 28, 2013

To: The Honorable Mayor and City Council

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

Subject: Approving Contract for Professional Services With Avalon Associates Inc. and Neighbors of Watertown Inc. for 2013 CDBG and HOME Applications

On January 7, 2013, the City Council selected Avalon Associates Inc. as its community development consultant for the Small Cities Community Development Block Grant Program and the HOME Investment Partnership Program for a period of up to three years (2013, 2014 and 2015). It is the City Council's discretion as to whether the City actually contracts for their services each year.

Two proposed contracts, with resolutions, for professional services from Avalon Associates, Inc. and Neighbors of Watertown, Inc. are attached. The services to be provided by Avalon Associates, Inc. include writing the applications and assisting with the administration and program delivery of the housing programs if the grants are awarded. Neighbors of Watertown, Inc. will provide the local program delivery staff.

The first resolution is for the Community Development Block Grant Program. Avalon will write the application for \$7,500 plus reimbursement of expenses. As with the other program described below, all other program development activities, delivery services and administration will be paid for with grant funds.

The second resolution is for the HOME application to New York State Housing Trust Fund Corporation (HTFC). In this case, Neighbors of Watertown is the eligible applicant. Avalon will write the grant for \$4,500 plus reimbursement of expenses.

# RESOLUTION

Page 1 of 1

Approving Contract for Professional Services  
With Avalon Associates Inc. and Neighbors of  
Watertown Inc. for a FY 2013 Small Cities CDBG  
Application

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

Total .....

YEA	NAY

***Introduced by***

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WHEREAS it is expected that grant funding will be available through New York State Office of Community Renewal to support local community development activities that are undertaken by eligible municipalities, and

WHEREAS the City of Watertown is eligible to apply for funding in the Fiscal Year 2013 competition under the Small Cities Community Development Block Grant program, and

WHEREAS Avalon Associates Inc. has been selected as the City’s community development consultant for the Small Cities Program, and

WHEREAS a Contract for Professional Services between the City of Watertown, Avalon Associates Inc. and Neighbors of Watertown Inc. has been drafted, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Contract for Professional Services with Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2013 Small Cities Community Development Block Grant application, and

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

**Seconded by**

# CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

**CITY OF WATERTOWN**

AND

**NEIGHBORS OF WATERTOWN**

AND

**AVALON ASSOCIATES, INC.**  
**Community Development Consultant**

**THIS AGREEMENT**, made as of the 7<sup>th</sup> day of January 2013, by and between the City of Watertown, (the "City" or the "Community") and Neighbors of Watertown (the "Program Coordinator") and Avalon Associates, Inc., Community Development Consultant of Glens Falls, New York, (the "Consultant"), details the terms and conditions applicable to the following "Project":

**Application preparation, program development activities and general advisory services required for administration of local community development activities funded under the NYS Small Cities Community Development Block Grant Program for 2013.**

It is understood that the services detailed in Section II.B, II.C and II.D of this Agreement will be required only if a grant is awarded to the City by the NYS Office of Community Renewal (OCR). If a grant is not awarded, no services will be required beyond the application preparation detailed in Section II.A.

## **I. EMPLOYMENT OF THE CONSULTANT**

The City hereby engages the Consultant, and the Consultant agrees to perform the services detailed in this Agreement. The services of the Consultant are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other agencies involved in the Project. Unless terminated earlier according to Section V of this Agreement, the services of the Consultant shall continue until completion of all Small Cities activities and close-out of the grant.

## **II. SCOPE OF SERVICES**

The Consultant shall work with city officials and representatives from Neighbors of Watertown to organize the local community development program and assist with implementation and administration activities to assure compliance with applicable federal regulations. Services of the Consultant are detailed in this section.

**A. Application:**

The Consultant shall prepare and file a complete application which complies with the regulations and funding criteria established by the New York State Office of Community Renewal (OCR) for the Community Development Block Grant (CDBG) Program, including but not limited to:

**1. Program Design**

Design of a program of activities that fits the CDBG application requirements and addresses the rating criteria for that type of program.

**2. Application Preparation**

Information gathering, analysis, documentation, etc. as required to complete the application and address all rating criteria. Three copies of the application will be submitted to OCR (including one copy with original signatures) and one copy will be provided for the City and one copy will be provided for Neighbors of Watertown.

**3. Meetings**

Attendance at meetings in Watertown or Albany or any other location as needed to develop the program proposed for this application.

**4. Services by Others**

The following services required for work to be performed by the Consultant will be provided by the City or Neighbors of Watertown or other agencies that will be involved in the Project. These activities will be coordinated with the work of the Consultant and done in a timely manner to assure completion of the application within the schedule established by OCR.

- a. Assistance with surveys and documentation required to detail the existing conditions that will be addressed by the proposed program.
- b. Inspections in selected properties and preparation of work writeups and cost estimates to be used as samples for the application.
- c. Photographs of the individual properties proposed for assistance under the program.
- d. Preparation of maps and other graphics required for the application.
- e. Collection of support letters and other documentation of local commitments for the proposed program.
- f. Scheduling of and attendance at all public hearings required for the project.
- g. Resolutions of the City Council that are required for submission of the application.

**B. Program Development Activities:**

The Consultant shall assist local officials in the completion of all preliminary activities necessary to organize the community development program and secure a Release of Funds, including:

**1. Program Setup Activities**

Assistance in organizing the systems and records necessary to properly manage all activities under the CDBG Program.

- a. Review grant award documents and advise local officials regarding any special conditions that might affect the design or operation of the local program.
- b. Assist with preparation of signature cards and certifications required to establish the local bank accounts required for the program.
- c. Assist local officials with organization of books and accounts as required for the operation of the program and for documentation of all Project expenditures.
- d. Set up a filing system for the program and assist local officials with organizing all information and documentation on hand for the program.
- e. Review local files to assure that all documentation is in place to demonstrate compliance with the certifications and other regulations affecting the program. In particular, this review will cover the Community Development Plan, the Citizen Participation Plan, the Relocation Plan and Drug-Free Workplace Certifications. These files will be updated to reflect new activities in the approved program and any modifications to future planning that might be appropriate as a result of this grant.

**2. Environmental Clearance**

Assistance with the Environmental Review to assure compliance with the National Environmental Policy Act of 1969, including:

- a. Analysis of any adverse environmental impacts of the proposed activities.
- b. Analysis of alternatives and/or mitigating efforts that can minimize adverse environmental impacts of the proposed activities.
- c. Preparation of an Environmental Review Record that documents existing conditions and details the proposed activities.
- d. Preparation of appropriate findings, resolutions, public notices and reports as required to complete the Environmental Review Record.
- e. Notification of the State Historic Preservation Office and other agencies that might have an interest in the activities included in the program.

### 3. **Program Guidelines**

Assistance with the development of guidelines, criteria and procedures necessary for implementation of activities in the CDBG Program, including:

- a. **Draft Program** - a preliminary draft of program guidelines for review with local officials to determine the criteria and procedures for the program.
- b. **Program Manual** - containing final, approved guidelines, eligibility criteria, procedures and policies to be used by local program administrators.
- c. **Forms** - a complete set of forms required for processing applications for assistance under the program.
- d. **Brochure** - outlining the guidelines and assistance available under the program.

### 4. **Program Coordinator**

The Consultant will meet with the Program Coordinator to explain the local Guidelines and Procedures. This meeting should include a clear explanation of the authority and relationship of all parties involved in the program.

### 5. **Project Review Committee**

Assistance with the organization of a Project Review Committee to review cases proposed for assistance under the program. The Consultant will meet with the Committee to explain the guidelines and the procedures that have been established for the local program and clarify the roles and responsibilities of all parties involved in the program.

### 7. **Local Staffing and Support**

The Consultant will meet with other local staff who will be involved in the program to explain the Guidelines and Procedures and provide a clear explanation of the roles and responsibilities of all parties involved in the program.

### 8. **Rehabilitation Office**

Assistance with organization of a local office for administration of the program to assure that adequate provision has been made for furniture, supplies and equipment as required.

### 9. **Public Meetings**

Attendance at community meetings to introduce the program, explain eligibility criteria and the assistance which is available, and answer questions from residents and property owners in the area designated for the program.

**C. General Administration:**

The Consultant shall provide advice and assistance at the specific direction of local officials or designated project directors as required during implementation of the program. These services may include activities by the Consultant with specialized assistance provided by qualified professionals who are retained by the Consultant under subcontract. Alternatively, the Consultant may assist the City to secure outside professional services directly. In that case, the Consultant will prepare Requests For Proposals and assist with interviews and negotiations conducted by local officials.

**1. General Advisory Services**

Advice and assistance as required during implementation and administration of the local program to monitor the performance of the Program Coordinator and help coordinate the activities of others who are involved with the program.

**2. Legal Services**

Specialized legal assistance as required for the design or administration of activities included in the program.

**3. Accounting Services**

Specialized assistance or support as required to set up local books and accounts or document expenditures under the program.

**4. Engineering Services**

Technical services as required for design and implementation of public facilities activities included in the program.

**5. Local surveys**

Detailed surveys required by the State Historic Preservation Office (SHPO) to identify properties that might be eligible for inclusion on the National Register of Historic Places.

**6. Memorandum of Agreement**

Negotiation of a Memorandum of Agreement if required by the SHPO for activities which might affect properties included on or eligible for inclusion on the National Register.

**7. Technical Analysis**

Specialized technical analysis required as part of the Environmental Review to satisfy concerns raised by the public or any state or federal agencies.

**D. Program Delivery:**

The Consultant shall provide advice and assistance during implementation of the program. With approval by the City, a portion of this work may be subcontracted to a local Program Coordinator; and in that event, the Consultant is not responsible for the activities of the Program Coordinator or others who might be involved with day-to-day activities in the Community. However, all activities will be coordinated by the Consultant who will advise the Community regarding actions required to assure completion of the program on schedule and within the budget established for those activities.

**1. Assistance to Property Owners**

The primary purpose of the rehabilitation program is to work with eligible property owners to help them complete needed improvements in their residential properties. Specifically, the following services will be provided:

- a. Explanation of the local program, its objectives and eligibility requirements both at public meetings and in response to inquiries from property owners.
- b. Inspection of eligible properties to identify problems that may be addressed with assistance under the local rehabilitation program.
- c. Preparation of work writeups detailing the improvements needed in each eligible property and including estimates of the cost of that work if performed by qualified local contractors.
- d. Computation of the financial assistance that may be available for eligible work on each property.
- e. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- f. Review of bids and recommendation of contract awards to be made by property owners.
- g. Computation of final grant and loan awards and recommendation for approval by the Project Review Committee for each eligible property.
- h. Qualification of contractors who will be permitted to work under the local rehabilitation program.
- i. Regular inspections of work in progress on each property. Frequency of inspections will vary, but at a minimum will be required before approval of any progress payments or final payments under the program.

## 2. **Financing Approval**

Each case must be approved by the Project Review Committee based on the criteria in the Program Guidelines. The following documentation will be required:

- a. Proof of ownership, income, hazard insurance and payment of taxes.
- b. Work Writeup approved by the property owner.
- c. Proposals from at least two qualified contractors.
- d. Computation of grant or loan assistance based on the Guidelines.

Any modification of the scope of work or financing assistance must also be approved by the Project Review Committee.

## 3. **File Documentation**

Individual case files must be maintained for each property where improvements are made with assistance under the rehabilitation program. Those files must include:

- a. Proof of eligibility for assistance under the program.
- b. Work Writeup approved by the property owner and all proposals received from qualified contractors.
- c. Project Agreement between the City and the Owner and Construction Contract between the Owner and the Contractor.
- d. Inspection Reports and documentation for all payments.

## 4. **Program Schedule**

The Consultant will develop a Schedule that fits the program approved by OCR. Performance of the Program Coordinator and the Consultant will be evaluated on a monthly basis by comparing the program status with that Schedule.

## 5. **Periodic Reports**

Monthly reports will be submitted to the City which detail the status of all activities in the rehabilitation program. Those reports will include the following:

- a. Project Status including the number and status of active projects handled.
- b. Budget Status detailing commitments and expenditures for each activity.

#### **E. Completion and Closeout:**

The Consultant shall work with the City to close out the program after all project activities are completed and all grant funds have been received and expended. These services may include collection of information required to document compliance with applicable regulations and preparation of reports required to document project activities and close out the grants, as follows:

1. Collection of information to document compliance with income and rent limits that apply to properties that were rehabilitated with assistance under the program.
2. Attendance at monitoring visits and audits that are conducted by OCR or private auditors to review the local program activities and assistance with preparation of responses to any concerns or findings that are identified by OCR or those private auditors.
3. Preparation of annual performance reports that are required until the grant is closed out.
4. Preparation of closeout reports for each grant.

#### **III. COMPENSATION AND METHOD OF PAYMENT**

The City shall pay the Consultant for the services detailed in this Agreement as follows:

1. For Application preparation detailed in Section II.A of this Agreement, a lump sum fee of \$7,500.00 plus reimbursement of expenses incurred during the course of that work.
2. For Program Development activities detailed in Section II.B of this Agreement, a lump sum fee of \$15,000, payable when the City has received approval of a Fund Release.
3. For Program Administration services detailed in Section II.C of this Agreement, fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 7 below.
4. For Program Delivery services detailed in Section II.D of this Agreement, a fixed fee of \$2,250/unit for each project approved by the Project Review Committee.
5. For Completion and Closeout services detailed in Section II.E of this Agreement, fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 7 below.
6. The Consultant will submit claims for payment on forms prescribed by the City detailing the work performed and the fees payable under the terms of this Agreement. Claims for payment for General Administration services (Section II.C) and Completion and Closeout services (Section II.E) shall include a description of the services provided detailing the time and expenses of the Consultant. A Service Charge may be added for any amounts unpaid after 30 days at the rate of 1-1/2% per month (18% per annum); and the City agrees to pay all costs of collection including reasonable legal fees in the event the Consultant is forced to pursue legal action in order to collect these fees.

7. The following billing rates shall apply during the calendar year in which this Agreement is executed and may be adjusted annually after giving 30 days written notice:

Principal	\$125.00/hr.
Associate	\$100.00/hr.
Community Planner	\$ 80.00/hr.
Technician	\$ 60.00/hr.
Clerical	N/C (included in above Rates)

Reimbursable expenses shall be billed at direct cost for out-of-pocket expenses, outside professional services, materials, reproduction costs, long-distance telephone calls, etc. Travel expenses will be billed at 50 cents per mile for required automobile travel and at direct cost for travel by commercial carrier, lodging and subsistence if required during travel outside the Glens Falls area.

#### **IV. INDEMNIFICATION OF HTFC**

The City and the Consultant shall indemnify the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the Project being funded with CDBG funds.

#### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination, or by mutual consent when terminated for convenience. If the contract is terminated after the application is submitted but before Program Development activities are completed, the full fee specified in Paragraph 2 of Section III will be immediately due and payable. In the event of termination, all materials prepared under the Project shall be forwarded to the City and the Consultant shall be paid for all work completed on the Project according to the terms of this Agreement.

#### **VI. OTHER CONDITIONS**

The following conditions required by the Uniform Administrative Requirements (24 CFR Part 85) and HUD Regulations at 24 CFR Part 570 shall also apply to this Agreement.

##### **A. Equal Employment Opportunity:**

The Consultant shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**B. Books and Records:**

The Consultant shall maintain accurate records for all work performed under this Agreement. The City, New York State, HUD, or any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Glens Falls office of the Consultant. The Consultant shall maintain all required records for three years after final payment is received and all other pending matters are closed.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Sharon Addison, City Manager

**AVALON ASSOCIATES, INC.**

BY: \_\_\_\_\_  
Philip A. Smith, President

**NEIGHBORS OF WATERTOWN**

BY: \_\_\_\_\_  
Gary Beasley, Executive Director

# RESOLUTION

Page 1 of 1

Approving Contract for Professional Services For Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2013 HOME Application to HTFC

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

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS it is expected that grant funding will be available through New York State Housing Trust Fund Corporation for the HOME Investment Partnership Program, and

WHEREAS Avalon Associates Inc. has been selected as the City of Watertown's community development consultant for the HOME Investment Partnership Program, and

WHEREAS a Contract for Professional Services between the City of Watertown, Avalon Associates Inc. and Neighbors of Watertown Inc. has been drafted, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Contract for Professional Services with Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2013 HOME Investment Partnership Program application to New York State Housing Trust Fund Corporation, and

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

### **Seconded by**

# CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

**CITY OF WATERTOWN**

AND

**NEIGHBORS OF WATERTOWN**

AND

**AVALON ASSOCIATES, INC.**  
**Community Development Consultant**

**THIS AGREEMENT**, made as of the 7<sup>th</sup> day of January 2013, by and between the City of Watertown, (the "City" or the "Community") and Neighbors of Watertown (the "Project Sponsor") and Avalon Associates, Inc., Community Development Consultant of Glens Falls, New York, (the "Consultant"), details the terms and conditions applicable to the following "Project":

**Application preparation, program development activities and general advisory services required for administration of local community development activities funded under the HOME Investment Partnerships Program administered by the New York State Housing Trust Fund Corporation (HTFC) for 2013.**

It is understood that the services detailed in Section II.B and II.C of this Agreement will be required only if a grant is awarded to the Project Sponsor by HTFC. If a grant is not awarded, no services will be required beyond the application preparation detailed in Section II.A.

## **I. EMPLOYMENT OF THE CONSULTANT**

The City and the Project Sponsor hereby engage the Consultant and the Consultant agrees to perform the services detailed in this Agreement. The services of the Consultant are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other agencies involved in the Project. Unless terminated earlier according to Section V of this Agreement, the services of the Consultant shall continue until completion of all HOME activities and close-out of the grant.

## **II. SCOPE OF SERVICES**

The Consultant shall work with local officials and the Project Sponsor to identify activities that will be appropriate for HOME funding and help gather information, conduct surveys, analysis, etc. as required to complete an application for funding before the deadline established by HTFC.

**A. Application:**

The Consultant shall prepare and file a complete application which complies with the regulations and funding criteria established by the New York State Housing Trust Fund Corporation for the HOME Investment Partnership Program, including but not limited to:

**1. Program Design**

Design of a program of activities that fits the HOME application requirements and addresses the rating criteria for this application.

**2. Application Preparation**

Information gathering, analysis, documentation, etc. as required to complete the application and address all rating criteria. Three copies of the application will be submitted to HTFC (including one copy with original signatures) and one copy will be provided for the City and one copy will be provided for Neighbors of Watertown.

**3. Meetings**

Attendance at meetings in Watertown or Albany or any other location as needed to develop the program proposed for this application.

**4. Services by Others**

The following services required for work to be performed by the Consultant will be provided by the City or Neighbors of Watertown or other agencies that will be involved in the Project. These activities will be coordinated with the work of the Consultant and done in a timely manner to assure completion of the application within the schedule established by HTFC.

- a. Assistance with surveys and documentation required to detail the existing conditions that will be addressed by the proposed program.
- b. Inspections in selected properties and preparation of work writeups and cost estimates to be used as samples for the application.
- c. Photographs of the individual properties proposed for assistance under the program.
- d. Preparation of maps and other graphics required for the application.
- e. Collection of support letters and other documentation of local commitments for the proposed program.
- f. Scheduling of and attendance at all public hearings required for the project.
- g. Resolutions that are required for submission of the application.

**B. Program Development:**

If the application is successful, the Consultant shall assist local officials in the completion of all activities necessary to execute a Grant Agreement and begin the program, including:

**1. Files, Records, and Accounts**

Assistance in establishing local files and records for the HOME Program.

**2. Environmental Clearance**

Assistance with Environmental Reviews necessary to assure compliance with the State Environmental Quality Review Act, including:

- a. Analysis of adverse impacts and review of alternatives to mitigate those problems for the proposed activities.
- b. Documentation of the Environmental Assessment including all required findings, resolutions, notices and reports.

**3. Program Guidelines**

Assistance with development of guidelines and procedures for implementation of the local program, including:

- a. **Program Manual** with final, approved guidelines and procedures for use by local program administrators.
- b. **Forms** - a complete set of forms required for processing applications for assistance under the local program.

**C. General Administration:**

The Consultant shall provide advice and assistance at the direction of local officials during administration of the local program. These services may include:

- 1. **Technical Assistance** - assistance with general procedures and analysis of projects being considered for financing assistance under the program.
- 2. **Monitoring & Documentation** - monitoring and documentation as needed to assure proper performance under the local Guidelines and Procedures.
- 3. **Reports** - preparation of various reports required to document compliance with applicable federal and state regulations and local program guidelines for each project.

**D. Program Delivery:**

The Consultant shall provide advice and assistance during implementation of the program. These services require a joint effort by the Consultant and the Project Sponsor; and the Consultant is not responsible for the activities of the Project Sponsor or its employees or others who might be involved with day-to-day activities under the program. However, all activities will be coordinated by the Consultant who will advise the Project Sponsor regarding actions required to assure completion of the program on schedule and within the budget established for these activities.

**1. Assistance to Property Owners**

The primary purpose of the rehabilitation program is to work with eligible property owners to help them complete needed improvements in their residential properties. Specifically, the following services will be provided:

- a. Explanation of the local program, its objectives and eligibility requirements both at public meetings and in response to inquiries from property owners.
- b. Inspection of eligible properties to identify problems that may be addressed with assistance under the local rehabilitation program.
- c. Preparation of work writeups detailing the improvements needed in each eligible property and including estimates of the cost of that work if performed by qualified local contractors.
- d. Computation of the financial assistance that may be available for eligible work on each property.
- e. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- f. Review of bids and recommendation of contract awards to be made by property owners.
- g. Computation of final grant and loan awards and recommendation for approval by the Project Review Committee for each eligible property.
- h. Qualification of contractors who will be permitted to work under the local rehabilitation program.
- i. Regular inspections of work in progress on each property. Frequency of inspections will vary, but at a minimum will be required before approval of any progress payments or final payments under the program.

**2. Financing Approval**

Each case must be approved by the Project Review Committee based on the criteria in the Program Guidelines. The following documentation will be required:

- a. Proof of ownership, income, hazard insurance and payment of taxes.
- b. Work Writeup approved by the property owner.
- c. Proposals from at least two qualified contractors.
- d. Computation of grant or loan assistance based on the Guidelines.

Any modification of the scope of work or financing assistance must also be approved by the Project Review Committee.

**3. File Documentation**

Individual case files must be maintained for each property where improvements are made with assistance under the rehabilitation program. Those files must include:

- a. Proof of eligibility for assistance under the program.
- b. Work Writeup approved by the property owner and all proposals received from qualified contractors.
- c. Project Agreement between the City and the Owner and Construction Contract between the Owner and the Contractor.
- d. Inspection Reports and documentation for all payments.

**4. Program Schedule**

The Consultant will develop a Schedule that fits the program approved by OCR. Performance of the Program Coordinator and the Consultant will be evaluated on a monthly basis by comparing the program status with that Schedule.

**5. Periodic Reports**

Monthly reports will be submitted to the City which detail the status of all activities in the rehabilitation program. Those reports will include the following:

- a. Project Status including the number and status of active projects handled.
- b. Budget Status detailing commitments and expenditures for each activity.

**E. Completion and Closeout:**

The Consultant shall work with the City to close out the program after all project activities are completed and all grant funds have been received and expended. These services may include collection of information required to document compliance with applicable regulations and preparation of reports required to document project activities and close out the grants, as follows:

1. Collection of information to document compliance with income and rent limits that apply to properties that were rehabilitated with assistance under the program.
2. Attendance at monitoring visits and audits that are conducted by OCR or private auditors to review the local program activities and assistance with preparation of responses to any concerns or findings that are identified by OCR or those private auditors.
3. Preparation of annual performance reports that are required until the grant is closed out.
4. Preparation of closeout reports for each grant.

**III. COMPENSATION AND METHOD OF PAYMENT**

The Consultant will be paid for the services detailed in this Agreement as follows:

1. By the City for Application preparation (Section II.A), a lump sum fee of \$4,500.00 plus reimbursement of expenses incurred during the course of that work.
2. By the Project Sponsor for Program Development activities (Section II.B), a lump sum fee of \$7,500, payable when the Project Sponsor has received approval of a Fund Release.
3. By the Project Sponsor for General Administration services (Section II.C), at hourly billing rates for actual time plus reimbursement of expenses as follows:

- a. These billing rates shall apply during the calendar year in which this Agreement is executed and may be adjusted annually after giving 30 days written notice:

Principal	\$125.00/hr.
Associate	\$100.00/hr.
Project Manager	\$ 80.00/hr.
Technician	\$ 60.00/hr.
Clerical	N/C (included in above Rates)

- b. At direct cost for out-of-pocket expenses, outside professional services, materials, reproduction costs, long-distance telephone calls, etc. For travel expenses, 50 cents per mile for required automobile travel; at direct cost for travel by commercial carrier, lodging and subsistence if required during travel outside the Glens Falls area.

4. By the Project Sponsor for Program Delivery Services (Section II.D), a fixed fee of \$1,000/unit, payable when the project is approved by the Executive Director.
5. The Consultant will submit claims for payment detailing the work performed and the fees payable under the terms of this Agreement. Claims for payment for General Administration Services (Section II.C) shall include a description of the services provided detailing the time and expenses of the Consultant. A Service Charge may be added for any amounts unpaid after 30 days at the rate of 1-1/2% per month (18% per annum); and the City or the Project Sponsor will pay all costs of collection including reasonable legal fees in the event the Consultant is forced to pursue legal action in order to collect these fees.

#### **IV. INDEMNIFICATION OF HTFC**

The City and the Consultant shall indemnify the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the Project being funded with CDBG funds.

#### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination, or by mutual consent when terminated for convenience. If the contract is terminated after the application is submitted but before Program Development activities are completed, the full fee specified in Paragraph 2 of Section III will be immediately due and payable. In the event of termination, all materials prepared under the Project shall be forwarded to the Project Sponsor and the Consultant shall be paid all amounts due for work completed on the Project according to the terms of this Agreement.

#### **VII. OTHER CONDITIONS**

The following conditions required by the Uniform Administrative Requirements (24 CFR Part 85) shall also apply to this Agreement.

##### **A. Equal Employment Opportunity:**

The Consultant shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**B. Books and Records:**

The Consultant shall maintain accurate records for all work performed under this Agreement. The Project Sponsor, the City, New York State, or any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Glens Falls office of the Consultant. The Consultant shall maintain all required records for three years after final payment is received and all other pending matters are closed.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Sharon Addison, City Manager

**AVALON ASSOCIATES, INC.**

BY: \_\_\_\_\_  
Philip A. Smith, President

**NEIGHBORS OF WATERTOWN**

BY: \_\_\_\_\_  
Gary Beasley, Executive Director

January 30, 2013

To: The Honorable Mayor and City Council  
From: Elliott B. Nelson, Confidential Assistant to the City Manager  
Subject: 1000 Island Privateers 2013-14 Franchise Agreement

Attached for Council's consideration and approval is a successor Franchise Agreement for the 1000 Island Privateers professional hockey team. As Council is aware, the current agreement is for a one-year period and expires on March 31, 2013.

At the Adjourned Meeting of January 28, 2013 Council approved an amendment to the current Franchise Agreement between the City and the Privateers. With this amendment, the City agreed to shudder its concession stand during home games and to allow the Privateers' alcohol vendor to provide food sales in exchange for a flat fee paid to the City.

In light of this amendment, the 2013-14 Franchise Agreement includes several changes in addition to those approved by Council last Monday. First, the City will receive a flat fee of \$450 per home game in order to offset the loss of concession revenues. Secondly, this Agreement includes a provision that allows the City to seek reimbursement from the Privateers for legal costs associated with future changes to the terms and conditions of alcohol sales during home games. Finally, this agreement stipulates that the Privateers will pay the City a flat fee of \$1,000 for garbage removal. In the previous Agreement, the City agreed to bear most of the cost for garbage removal because the City operated the concession stand. Since that is no longer the case, staff felt it appropriate that the Privateers pay for garbage removal after home games.

Other less substantial changes to the 2013-14 Franchise Agreement are listed below and are mostly administrative in nature. Staff will be available at the Council meeting to answer any questions regarding this successor agreement.

- The Privateers have asked for the ability to sell advertising both imbedded in the ice sheet as well as mounted on the City-owned Zamboni. Parks and Recreation Superintendent Gardener is willing to accommodate this request and the section of the agreement concerning advertising has been amended.

- The hourly rate to rent the ice sheet for practice time has increased to \$80.00 per hour. The rate charged last year was \$70.00, which is not the correct rate as listed in the City Code.
- This Agreement grants the Privateers access to one locker room at the Fairgrounds Grandstands for the purposes of storage, in addition to Grandstands office space included in the previous agreement. This space will be utilized by the Privateers during the term of their Franchise Agreement for the flat fee of \$2,000.00.

# RESOLUTION

Page 1 of 1

Approving 2013-14 Franchise Agreement, 1000 Islands Privateers, LLC

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown owns and operates a facility known as the Watertown Municipal Arena, a community recreational facility, and

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

WHEREAS in pursuit of that valid public purpose, the City of Watertown desires to enter into a Franchise Agreement with the 1000 Islands Privateers, LLC, and

WHEREAS the 1000 Islands Privateers, LLC owns and operates a semi-professional hockey team, as a member and franchise of the Federal Hockey League, and

WHEREAS the 1000 Islands Privateers, LLC desires to enter into a Franchise Agreement with the City of Watertown to have its team play hockey games within the confines of the Watertown Municipal Arena,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement between the City and the 1000 Islands Privateers, a copy of which is attached hereto and made part of this resolution, and

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

***Seconded by***

## **FRANCHISE AGREEMENT**

### **THE CITY OF WATERTOWN, NEW YORK AND 1000 ISLANDS PRIVATEERS PROFESSIONAL HOCKEY TEAM, LLC**

This Franchise Agreement is being made and is intended to be effective as of October 1, 2013 between THE CITY OF WATERTOWN, NEW YORK, with principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and 1000 ISLANDS PRIVATEERS PROFESSIONAL HOCKEY TEAM, LLC (the “Privateers”), with principal offices located at P.O. Box 779, Alexandria Bay, New York 13607.

### **INTRODUCTION**

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a community recreational facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”); and

WHEREAS, the Fairgrounds contains many venues, one of which is the Municipal Arena which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

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

WHEREAS, in pursuit of that public purpose, the City desires to contract with the Privateers, an “A” level professional hockey franchise which competes in the Federal Hockey League, for use by the Privateers of the Watertown Arena as its home venue; and

WHEREAS, the parties desire to set forth an agreement by which the Privateers may enjoy a franchise for the use of the City facilities at the Watertown Ice Arena for the 2013-2014 professional hockey season in consideration of mutual covenants and agreements as stated herein, the City and the Privateers agree as follows:

### **AGREEMENT**

#### **Section 1 – Term of Franchise**

The term of this Franchise Agreement shall be from the period from October 1, 2013 through March 31, 2014.

#### **Section II – Franchise Facilities Use Grant**

The City grants the Privateers a franchise for the use of the following facilities at the Watertown Arena:

a. The Privateers shall have exclusive access to a locker room identified on the building diagram attached as Exhibit "A" as the "home locker room." The Privateers shall be furnished with a key to the "home locker room", but not a key to the Ice Arena. The Privateers agree that the "home locker room" must be completely vacated by the Privateers two (2) hours prior to any and all scheduled high school hockey games, Minor Hockey tournaments, and figure skating shows or events. For purposes of the storage of Privateers' equipment and gear at the time of vacating for such events, all such equipment and gear will be stored in the visitor's locker room at the Grandstands, as described in Section II (h) of this Agreement. The risk of loss for Privateers' equipment and gear shall remain with the Privateers during the term of this Franchise.

b. The Privateers may locate a "pro shop" in the location identified on the building diagram attached as Exhibit "A," as "pro shop." The City will make the pro shop available to the Privateers at least two (2) hours before the start of each scheduled professional game. Only souvenirs, equipment and merchandise related to the Privateers or the Federal Hockey League may be sold at the pro shop. At the conclusion of each professional game, all items shall be removed from the pro shop by the Privateers and stored in a location exterior to the arena. The risk of loss of all merchandise, equipment or souvenirs shall remain with the Privateers during the term of this Franchise. Any merchandise, equipment or souvenirs owned by the Privateers may be stored overnight in a privately owned trailer exterior to the Arena in accordance with the fees listed in Section A320-6 A of the City Code of the City of Watertown.

c. At the time of any home Privateers game, other locker rooms shall be made available to the opposing team and to the officials two (2) hours before the start of the game. The opposing team's locker room is identified as the "away locker room" and the officials' locker room is identified as "officials" locker room" on Exhibit "A."

d. During the term of this Agreement, the Privateers will be provided a space by the City for the Privateers' skate sharpening equipment. The Privateers shall not have access to, nor use, the City-owned skate sharpener, nor shall the City have access to, nor use, the Privateers' sharpener. The Privateers' sharpening equipment shall only be used to sharpen skates of Privateers players, and not for other skaters.

e. The Privateers shall have the exclusive use of office space located at the Watertown Fairgrounds grandstands, commencing on October 1, 2013 and concluding on March 31, 2014. This space is the same space occupied by the City's baseball franchise currently known as the Watertown Rams, Inc. Such space is identified as the office of the "general manager, office, toilet, and tickets" as shown on Exhibit "B." The Privateers shall be furnished a key for the office space. The City reserves the right to inspect the office space at reasonable times upon reasonable notice to the Privateers.

f. The Privateers shall have access to the arena press box and sound system for all Privateers home games at least one hour prior to game time. The equipment to be made available is the City's existing system consisting of: Odyssey Innovation Design single-unit sound system with microphone and scoreboard control panel.

g. The Privateers will not be provided with keys or security codes for after-hours access to the Arena.

h. In the event that the Privateers vacate their exclusive locker room as described in Section II of this Agreement, the Privateers shall have access to the 'Visitors locker Room' at the Fairgrounds grandstands, shown as room 129 in Exhibit B of this Agreement. This space will be provided for the purpose of storage for hockey and other team-owned equipment. The Privateers shall be furnished with a key for said locker room.

### Section III – Other Privateers Rights and Privileges Pursuant to Franchise

In addition to grant of this franchise for use of designated City facilities, the City hereby grants an exclusive franchise to the Privateers for the following sales and concessions:

a. During home Privateers games, the Privateers shall be permitted to have the exclusive concession for the sale of beer and wine by a fully licensed New York licensee holding a catering permit for each home game. The terms of service and insurance requirements for this concession are set forth later in this Agreement.

b. The Privateers shall have the exclusive right to sell signage within the arena, including sales on boards and signs further mounted or hung on the arena's walls, imbedded in the ice surface and mounted on the City-owned zamboni. All advertising placed on boards shall be non-permanent in nature and shall adhere to the City's specifications. The City reserves the right to review and approve all advertising copy prior to its installation. All advertising must be removed at the end of the hockey season. Arena staff will be responsible for installing and removing all signage.

c. The Privateers shall be the sole professional hockey team to hold a franchise for games for the 2013-2014 season.

### Section IV – Privateers' Obligations

The following constitute the Privateers' obligations in connection with the franchises granted herein:

a. Rates and Charges.

Ice time for team practices will be billed by the City at the rate of \$80.00 per hour of scheduled time. Ice time for games will be billed at \$100.00 per hour of scheduled time. Payment must be made to the City Comptroller by the 1<sup>st</sup> day of the month for that month's scheduled ice time. If full payment is not made by the Privateers by the 1<sup>st</sup> day of the month for that month's scheduled ice time or any other unpaid invoice is over 30 days outstanding, the Privateers will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month's end for any additional ice time hours used above and beyond scheduled time by the Privateers, payable within 30 days. Privateers shall not receive credit for any unused, but scheduled, ice time.

The Privateers shall pay \$2,000.00 to the City in advance of October 1, 2012 for office space per Section II (e) and the Grandstands visitors locker room per Section II (h). This payment is for the period from October 1, 2012 through March 31, 2013.

b. Beer and Wine Sales.

The Privateers desire to provide for the sale of beer and wine at the games to be held pursuant to this Agreement, and to enter into a sub-franchise agreement with a vendor, which shall obtain a seasonal license for beer and wine sales for the Ice Arena limited to the term of this Agreement from October 1, 2013 through March 31, 2014.

The Privateers' sub-franchise agreement with said vendor shall provide that the vendor shall be bound by the terms and conditions of any license issued by the SLA, and shall also 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 "D."

The Privateers shall ensure that said vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. The vendor must also agree that it will discontinue the sale of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police and provide proof of vendor's liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate.

The Privateers acknowledge that, as the party responsible for the sub-franchisee, it is obligated not to permit the 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 the vendor has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, the Privateers' right to contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

The Privateers acknowledge 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.

The Privateers acknowledge that "tailgating" on City Fairgrounds property is not permitted and that the Privateers shall be responsible for monitoring the parking areas surrounding the Ice Arena to ensure compliance. No alcohol may be consumed on any City Fairgrounds property except within the Ice Arena.

Any changes to this agreement made necessary by the SLA or any other regulatory authority to ensure the issuance and continuation of vendor's license to offer beer and wine sales shall first be proposed, in writing, by the Privateers' legal counsel. If the City incurs any legal fees in connection with negotiating and implementing such changes, the Privateers agree to

reimburse the City its reasonable legal fees and disbursements leading to the adoption of such changes.

c. Food Concessions.

The City agrees, per SLA rules, that food concession sales will be provided and controlled by the same vendor that provides alcohol sales during Privateers home games. In consideration of the City's loss of concession(s) revenue during period of alcohol licensing by the vendor, the Privateers shall pay to the City \$450 per home game. Payment must be made to the City Comptroller by the 1<sup>st</sup> day of the month for that month's scheduled home games. If full payment is not made by the Privateers by the 1<sup>st</sup> day of the month for that month's scheduled home games, the Privateers will not be authorized use of the facility until full payment is made.

d. Liability Insurance.

The Privateers shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications, for the term of this franchise. The certificate of insurance must reflect that the additional insured status is in effect for the entire term of this Franchise Agreement, and further reflect that the City shall be entitled to at least 30 days' prior written notice of any cancellation of the Privateers' insurance for any reason whatsoever. Proof of Insurance shall be provided to the City before October 1, 2013.

e. Code Compliance.

The Privateers acknowledge that all activities of the franchisee are subject to the provisions of the New York State Fire Prevention and Building Code.

f. Security.

The Privateers shall provide readily identifiable security by a professional security force for each home game. Any private security firm used by the Privateers shall be registered with the NYS Department of State per N.Y. Gen. Bus. Law Section 89-G. Such professional security force shall be adequate to maintain safety and discipline among the attendees. In the event the City's Superintendent of Parks and Recreation determines, in her sole discretion, that, at any event, already in progress or otherwise, that the Privateers' security is inadequate, the City shall have the right to require additional security be provided; or to suspend future games until the Privateers agree to provide additional security. Inadequate security may be considered a breach of this Agreement.

g. Damages.

In the event any of the locker rooms, restrooms, office space, or any other public areas are damaged by actions attributable to the Privateers, their opposing team, or the fans, the repairs to such damage shall be the responsibility of the Privateers and shall be promptly performed by

the City. The Privateers shall be billed for the costs (materials and labor) associated with the damages. The invoice shall be due and payable within 30 days.

h. Cleaning After Games.

The Privateers shall provide a cleaning staff, following each home game, to clean the arena, including cleaning of all locker rooms; cleaning of all restrooms; cleaning of all areas where beer and wine sales are made; and cleaning of the bleachers. All cleaning and disposal of trash, rubbish, etc. must be performed by the Privateers on the same night when a game is held, and to the satisfaction of the City's Superintendent of Parks and Recreation or his/her designee.

i. Trash Removal.

The parties agree that the Privateers' shall pay \$1,000.00, for the term of this Agreement, for trash removal from the Arena. Said payment shall be due on or in advance of October 1, 2013.

j. Restroom Capacity Compliance.

The Privateers acknowledge that the ice arena as currently configured complies with all State Codes for restroom facilities and has the capacity to service a crowd of 320 people. In the event any game is anticipated to draw in excess of 320 people, the Privateers shall make arrangements to bring in as many comfort stations as necessary to accommodate the anticipated public attendance. The determination of the City Codes Enforcement Supervisor in connection with the number of comfort stations necessary to meet the necessary demand shall be binding upon the Privateers. The City's Bureau of Code Enforcement is empowered to determine the Building Code requirements and whether compliance is achieved. All portable comfort stations shall be located outdoors in an area to be designated by the City Engineer.

k. After-hours Access.

If the Privateers require after-hours/holiday access to the Arena facility, Privateers shall arrange for the same in advance and reimburse the City Comptroller for its minimum 2-hour billable employee rate.

l. Hold Harmless.

Privateers 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 Privateers' operation, use, or occupation of the Arena, or by or resulting from any act or omission of Privateers or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified in Section IV, naming the City as an additional named insured shall be sufficient for purposes of meeting Privateers' obligations under this paragraph.

## Section V – City Obligations.

The City agrees to undertake the following obligations:

a. The City shall provide the locker rooms, pro shop, skate sharpener space, office space and Grandstands visitor locker room required by this Agreement.

b. The City will undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the Privateers' schedule for the 2012-2013 season.

c. Prior to the commencement of this Franchise Agreement and for the term thereof, the City shall have on hand extra glass for the rink board in the event glass breaks during practice or games. The Privateers will be billed for the costs (materials and labor) associated with any replacement, but City employees will be responsible for installing replacement glass as expeditiously as possible. The invoice is payable within 30 days.

d. The City shall indemnify and hold the Privateers 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 any act or omission of the City or any of its officers, agents, employees, guests, patrons or invitees.

## Section VI – Anticipated Home Games.

The Privateers will proceed to schedule between 26 and 30 home games during the 2013-2014 hockey season. Of these home games, it is anticipated that approximately 1/3 will be scheduled on a Friday night, 1/3 games will be scheduled on a Saturday night, and 1/3 will be scheduled from Sunday through Thursday.

The parties further anticipate the Privateers' participation in playoff games, which games will also likely be evenly split for scheduling purposes.

The parties to this Agreement agree to work together to schedule home games in such a fashion as to result in a minimum disruption to other groups or individuals utilizing the arena ice facility.

## Section VII – Maintenance.

The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this Franchise Agreement, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the premises, except as otherwise provided herein.

## Section VIII – Return of Premises.

The Privateers agree to return all franchised premises to the City, upon the expiration of this Franchise Agreement, in as good condition as when the Privateers 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 the Privateers.

The Privateers acknowledge that, as of the commencement of this Franchise Agreement, the Privateers have received the premises in good condition.

Section IX – Venue and Applicable Law.

a. The City and the Privateers agree that venue for any legal action arising from a claimed breach of this Franchise Agreement 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.

IN WITNESS WHEREOF, the City and the Privateers have caused this Franchise Agreement to be executed by authorized agents to be effective as of October 1, 2013.

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Sharon Addison, City Manager

1000 ISLANDS PRIVATEERS PROFESSIONAL  
HOCKEY TEAM, LLC

By: \_\_\_\_\_  
Nicole Kirnan, Owner / President



Res No. 6

January 30, 2013

To: The Honorable Mayor and City Council

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

Subject: Finding That Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, from Residence A to Residence C, Will Not Have a Significant Impact on the Environment

At its January 8, 2013 meeting, the City Planning Board recommended that the City Council change the zoning classification of a 6.55 acre piece of land on the JCC campus. The Council has scheduled a public hearing on the request for Monday, February 4, 2013 at 7:30 PM.

The City Council must complete Part II, and Part III if necessary, of the Environmental Assessment Form and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change will not have a significant impact on the environment.

# RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, From Residence A to Residence C Will Not Have a Significant Impact on the Environment

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

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City Council of the City of Watertown, New York, has before it a proposed Ordinance changing the approved zoning classification of 6.55 acres of land, east of Cannoneer Loop and south of Rand Drive, from Residence A to Residence C, and

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

WHEREAS the approval of the zone change would constitute such an “Action,” and

WHEREAS the City Council has determined that changing the zoning classification of this property is an Unlisted Action as that term is defined by 6NYCRR Section 617.2, and

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

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

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change will not have a significant impact on the environment.

# RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, From Residence A to Residence C Will Not Have a Significant Impact on the Environment

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

Total .....

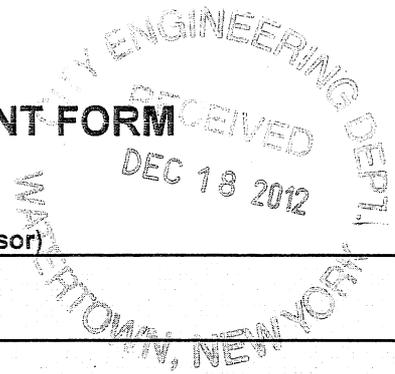
YEA	NAY

2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

**Seconded by**

## Appendix C

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



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

1. APPLICANT/SPONSOR Jefferson County	2. PROJECT NAME JCC Residence Hall
3. PROJECT LOCATION: Municipality City of Watertown County Jefferson	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) See Attached Map	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Residence Hall Construction	
7. AMOUNT OF LAND AFFECTED: Initially <u>6.55</u> acres Ultimately <u>6.55</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, describe briefly Currently zoning does not allow for Dormitory use.	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Lands are part of the Jefferson Community College Campus	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: NYS DEC - SWPPP Permit City of Watertown - Zoning Change & Site Plan approval.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Jefferson County / Michael K. Kaskan, Deputy Administrator</u> Date: <u>12/18/12</u> Signature: <u></u>	

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

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

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.

Yes  No

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

Yes  No

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

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

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

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

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

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

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

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

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?

Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

Yes  No If Yes, explain briefly:

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

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

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

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

\_\_\_\_\_  
Date

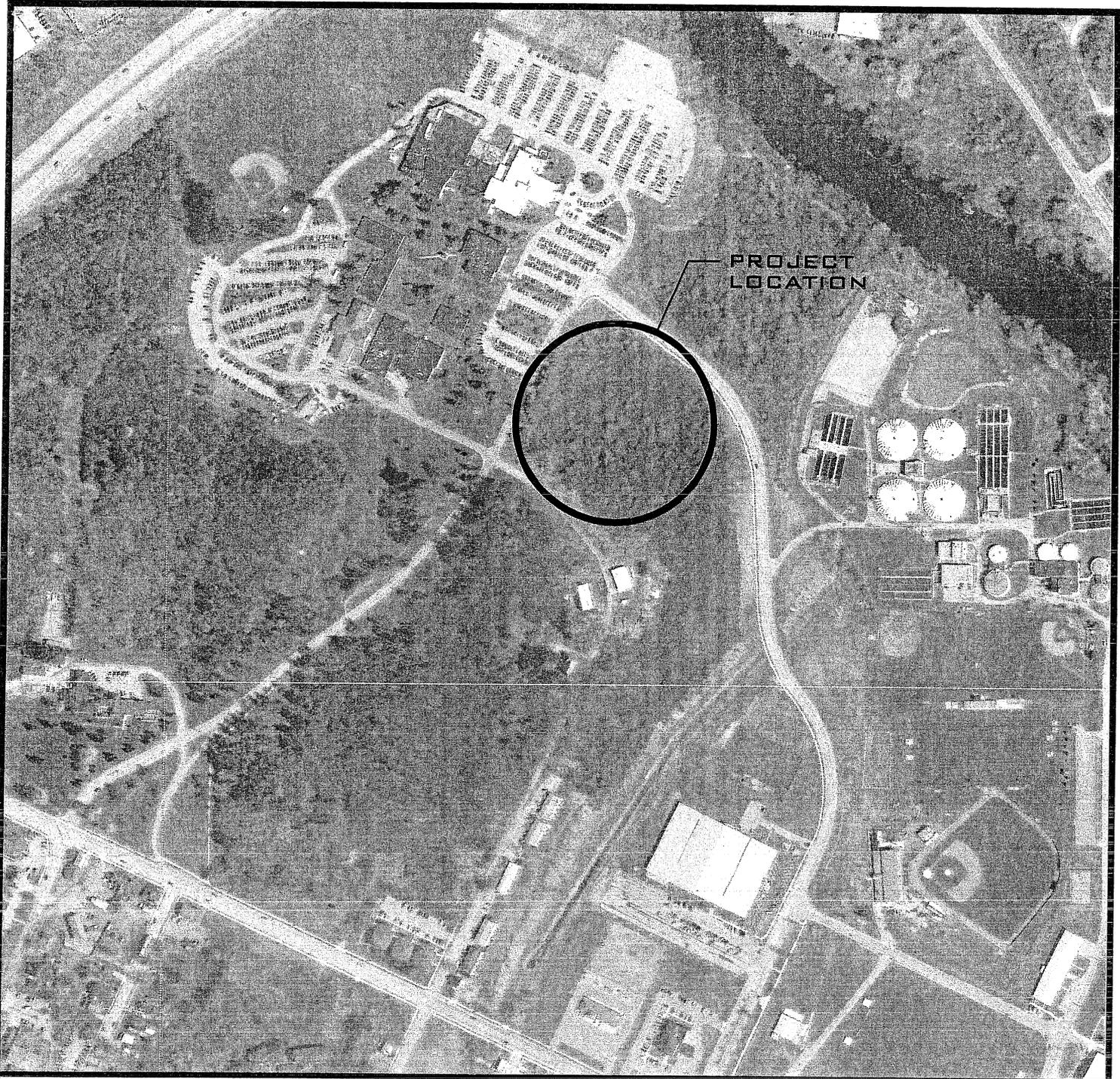
\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

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

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

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

Reset



PROJECT  
LOCATION

Contract Drawing Reference No.

LOCATION MAP

Drawn By  
JBE

Checked By  
JLT

Revisions:

PROPOSED  
JCC RESIDENCE HALL

Scale  
NOT TO SCALE

Date  
12/17/2012

File No. 2010-088

BERNIER, CARR & ASSOCIATES

Sheet No.  
  
**1**



Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

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Res No. 7

January 30, 2013

To: The Honorable Mayor and City Council

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

Subject: Finding That Deleting §310-34.B.(7) of the Zoning Ordinance, Which Allows Roomers in Residence Districts as an Accessory Use Will Not Have a Significant Impact on the Environment

At its January 8, 2013 meeting, the City Planning Board recommended that the City Council amend §310-34 of the Zoning Ordinance by deleting the sentence that allows the taking of non-transient roomers as an accessory use in Residence districts. The Council has scheduled a public hearing on the request for Monday, February 4, 2013 at 7:30 PM.

The City Council must complete Part II, and Part III if necessary, of the Environmental Assessment Form and adopt the attached resolution before it may vote on the Ordinance. The resolution states that the proposed zoning amendment will not have a significant impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Deleting §310-34.B.(7) of the Zoning Ordinance, Which Allows Roomers in Residence Districts as an Accessory Use Will Not Have a Significant Impact on the Environment

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

Total .....

YEA	NAY

*Introduced by*

\_\_\_\_\_

WHEREAS the City Council of the City of Watertown, New York, has before it a proposed Ordinance amending §310-34 of the Zoning Ordinance by deleting the sentence that allows taking of non-transient roomers as an accessory use in Residence districts, and

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

WHEREAS the approval of the zoning amendment would constitute such an “Action,” and

WHEREAS the City Council has determined that the proposed amendment is a Type I Action as that term is defined by 6NYCRR Section 617.2, and

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

# RESOLUTION

Page 2 of 2

Finding That Deleting §310-34.B.(7) of the Zoning Ordinance, Which Allows Roomers in Residence Districts as an Accessory Use Will Not Have a Significant Impact on the Environment

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

Total .....

YEA	NAY

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

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

**Seconded by**

**617.20**  
**Appendix A**  
**State Environmental Quality Review**  
**FULL ENVIRONMENTAL ASSESSMENT FORM**

**Purpose:** The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

**Full EAF Components:** The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

---

**THIS AREA FOR LEAD AGENCY USE ONLY**

**DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions**

**Identify the Portions of EAF completed for this project:**

Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore **a negative declaration will be prepared.**
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore **a CONDITIONED negative declaration will be prepared.\***
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore **a positive declaration will be prepared.**

\*A Conditioned Negative Declaration is only valid for Unlisted Actions

Deleting Section 310.B.(7) of the Zoning Ordinance

\_\_\_\_\_  
Name of Action

City of Watertown

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

\_\_\_\_\_  
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)

\_\_\_\_\_  
Date

**PART 1--PROJECT INFORMATION**  
**Prepared by Project Sponsor**

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Deleting Section 310-34.B.(7) of the Zoning Ordinance

Location of Action (include Street Address, Municipality and County)

All Residence zoning districts in the City of Watertown

Name of Applicant/Sponsor City of Watertown

Address 245 Washington Street

City / PO Watertown State NY Zip Code 13601

Business Telephone 315-785-7730

Name of Owner (if different) \_\_\_\_\_

Address \_\_\_\_\_

City / PO \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Telephone \_\_\_\_\_

Description of Action:

The City intends to amend section 310-34 of the Zoning Code by deleting section 310-34.B.(7), which currently allows "taking of non-transient roomers" as an accessory use in Residence districts.

**Please Complete Each Question--Indicate N.A. if not applicable**

**A. SITE DESCRIPTION**

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use:  Urban     Industrial     Commercial     Residential (suburban)     Rural (non-farm)  
 Forest     Agriculture     Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Total acreage of project area: 25+ acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	_____ acres	_____ acres
Forested	_____ acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings and other paved surfaces	_____ acres	_____ acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? NA

- a. Soil drainage:     Well drained \_\_\_\_% of site     Moderately well drained \_\_\_\_% of site.  
 Poorly drained \_\_\_\_% of site

- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? \_\_\_\_\_ acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site?  Yes     No

- a. What is depth to bedrock NA (in feet)

5. Approximate percentage of proposed project site with slopes:

- 0-10% \_\_\_\_%     10- 15% \_\_\_\_%     15% or greater \_\_\_\_%

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places?  Yes     No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks?  Yes     No

8. What is the depth of the water table? NA (in feet)

9. Is site located over a primary, principal, or sole source aquifer?  Yes     No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area?  Yes     No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered?  Yes  No

According to:

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes  No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes  No

If yes, explain:

14. Does the present site include scenic views known to be important to the community?  Yes  No

15. Streams within or contiguous to project area:

Several creeks

- a. Name of Stream and name of River to which it is tributary

Black River

16. Lakes, ponds, wetland areas within or contiguous to project area:

NA

- b. Size (in acres):

17. Is the site served by existing public utilities?  Yes  No
- a. If YES, does sufficient capacity exist to allow connection?  Yes  No
- b. If YES, will improvements be necessary to allow connection?  Yes  No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617?  Yes  No
20. Has the site ever been used for the disposal of solid or hazardous wastes?  Yes  No

**B. Project Description**

1. Physical dimensions and scale of project (fill in dimensions as appropriate).
- a. Total contiguous acreage owned or controlled by project sponsor: 100% acres.
- b. Project acreage to be developed: NA acres initially; NA acres ultimately.
- c. Project acreage to remain undeveloped: NA acres.
- d. Length of project, in miles: NA (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. NA %
- f. Number of off-street parking spaces existing NA; proposed NA
- g. Maximum vehicular trips generated per hour: NA (upon completion of project)?
- h. If residential: Number and type of housing units:
- |            | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially  | _____      | _____      | _____           | _____       |
| Ultimately | _____      | _____      | _____           | _____       |
- i. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; \_\_\_\_\_ length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? \_\_\_\_\_ ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? NA tons/cubic yards.
3. Will disturbed areas be reclaimed  Yes  No  N/A
- a. If yes, for what intended purpose is the site being reclaimed?
- 
- b. Will topsoil be stockpiled for reclamation?  Yes  No
- c. Will upper subsoil be stockpiled for reclamation?  Yes  No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? NA acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes  No

6. If single phase project: Anticipated period of construction: NA months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated \_\_\_\_\_ (number)

b. Anticipated date of commencement phase 1: \_\_\_\_\_ month \_\_\_\_\_ year, (including demolition)

c. Approximate completion date of final phase: \_\_\_\_\_ month \_\_\_\_\_ year.

d. Is phase 1 functionally dependent on subsequent phases?  Yes  No

8. Will blasting occur during construction?  Yes  No

9. Number of jobs generated: during construction NA ; after project is complete NA

10. Number of jobs eliminated by this project NA .

11. Will project require relocation of any projects or facilities?  Yes  No

If yes, explain:

12. Is surface liquid waste disposal involved?  Yes  No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount \_\_\_\_\_

b. Name of water body into which effluent will be discharged \_\_\_\_\_

13. Is subsurface liquid waste disposal involved?  Yes  No Type \_\_\_\_\_

14. Will surface area of an existing water body increase or decrease by proposal?  Yes  No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain?  Yes  No

16. Will the project generate solid waste?  Yes  No

a. If yes, what is the amount per month? \_\_\_\_\_ tons

b. If yes, will an existing solid waste facility be used?  Yes  No

c. If yes, give name \_\_\_\_\_ ; location \_\_\_\_\_

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill?  Yes  No

e. If yes, explain:

17. Will the project involve the disposal of solid waste?  Yes  No

a. If yes, what is the anticipated rate of disposal? \_\_\_\_\_ tons/month.

b. If yes, what is the anticipated site life? \_\_\_\_\_ years.

18. Will project use herbicides or pesticides?  Yes  No

19. Will project routinely produce odors (more than one hour per day)?  Yes  No

20. Will project produce operating noise exceeding the local ambient noise levels?  Yes  No

21. Will project result in an increase in energy use?  Yes  No

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity \_\_\_\_\_ gallons/minute.

23. Total anticipated water usage per day \_\_\_\_\_ gallons/day.

24. Does project involve Local, State or Federal funding?  Yes  No

If yes, explain:

25. Approvals Required:

			Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>ORDINANCE</u>	<u>1-21-13</u>
			_____	_____
			_____	_____
City, Town, Village Planning Board	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>RECOMMENDATION</u>	<u>1-8-13</u>
			_____	_____
			_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, County Health Department	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Other Local Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Other Regional Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
State Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Federal Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision?  Yes  No

If Yes, indicate decision required:

- |  |   |  |                                      |
|--|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance    | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Site plan                   | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan    | <input type="checkbox"/> Other       |

2. What is the zoning classification(s) of the site?

RES A

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

NA

4. What is the proposed zoning of the site?

RES A

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

NA

6. Is the proposed action consistent with the recommended uses in adopted local land use plans?  Yes  No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Residential neighborhoods, retail, cemetery, park land

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile?  Yes  No

9. If the proposed action is the subdivision of land, how many lots are proposed? \_\_\_\_\_

a. What is the minimum lot size proposed? \_\_\_\_\_

10. Will proposed action require any authorization(s) for the formation of sewer or water districts?  Yes  No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?  
 Yes  No

a. If yes, is existing capacity sufficient to handle projected demand?  Yes  No

12. Will the proposed action result in the generation of traffic significantly above present levels?  Yes  No

a. If yes, is the existing road network adequate to handle the additional traffic.  Yes  No

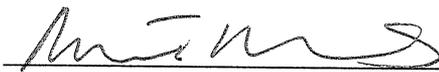
**D. Informational Details**

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

**E. Verification**

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

Applicant/Sponsor Name Andrew Nichols Date 1-4-2013

Signature 

Title Planner

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

## PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

### Responsibility of Lead Agency

**General Information** (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

**Instructions** (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

#### Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO  YES

**Examples** that would apply to column 2

- |  |                          |                          |                          |     |                          |    |
|--|--------------------------|--------------------------|--------------------------|-----|--------------------------|----|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| • Construction on land where the depth to the water table is less than 3 feet.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| • Construction of paved parking area for 1,000 or more vehicles.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

- Construction or expansion of a sanitary landfill.    Yes  No
- Construction in a designated floodway.    Yes  No
- Other impacts:    Yes  No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO  YES

- Specific land forms:    Yes  No

**Impact on Water**

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO  YES

**Examples** that would apply to column 2

- Developable area of site contains a protected water body.    Yes  No
- Dredging more than 100 cubic yards of material from channel of a protected stream.    Yes  No
- Extension of utility distribution facilities through a protected water body.    Yes  No
- Construction in a designated freshwater or tidal wetland.    Yes  No
- Other impacts:    Yes  No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO  YES

**Examples** that would apply to column 2

- A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.    Yes  No
- Construction of a body of water that exceeds 10 acres of surface area.    Yes  No
- Other impacts:    Yes  No



1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
-------------------------------------	-----------------------------------	--

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO       YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion.                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**IMPACT ON AIR**

7. Will Proposed Action affect air quality?

NO       YES

**Examples** that would apply to column 2

- |   |                          |                          |                              |                             |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use.                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas.               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**IMPACT ON PLANTS AND ANIMALS**

8. Will Proposed Action affect any threatened or endangered species?

NO       YES

**Examples** that would apply to column 2

- |   |                          |                          |                              |                             |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

NO  YES

**Examples** that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPACT ON AGRICULTURAL LAND RESOURCES**

10. Will Proposed Action affect agricultural land resources?

NO  YES

**Examples** that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPACT ON AESTHETIC RESOURCES**

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

NO  YES

**Examples** that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES**

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO  YES

**Examples** that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

• Other impacts:

**IMPACT ON OPEN SPACE AND RECREATION**

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

NO  YES

**Examples** that would apply to column 2

- The permanent foreclosure of a future recreational opportunity.    Yes  No
- A major reduction of an open space important to the community.    Yes  No
- Other impacts:    Yes  No

**IMPACT ON CRITICAL ENVIRONMENTAL AREAS**

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

NO  YES

List the environmental characteristics that caused the designation of the CEA.

**Examples** that would apply to column 2

- Proposed Action to locate within the CEA?    Yes  No
- Proposed Action will result in a reduction in the quantity of the resource?    Yes  No
- Proposed Action will result in a reduction in the quality of the resource?    Yes  No
- Proposed Action will impact the use, function or enjoyment of the resource?    Yes  No
- Other impacts:    Yes  No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

**IMPACT ON TRANSPORTATION**

15. Will there be an effect to existing transportation systems?

NO       YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems.             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**IMPACT ON ENERGY**

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO       YES

**Examples** that would apply to column 2

- |   |                          |                          |                              |                             |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**NOISE AND ODOR IMPACT**

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO       YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |



	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

NO  YES

**If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3**

## Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

### Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

**Instructions** (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

7:30 p.m. – Public Hearing

January 30, 2013

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, from Residence A to Residence C

The City Council has set a public hearing on the above subject request for Monday, February 4, 2013 at 7:30 pm.

The City Planning Board reviewed the request at its January 8, 2013 meeting and passed a motion recommending that the City Council approve the zone change.

The County Planning Board reviewed the request at its January 29, 2013 meeting and adopted a motion recommending approval of the zone change.

Attached are the report on the zone change request prepared for the Planning Board and an excerpt from its minutes.

The City Council must hold the public hearing and vote on the SEQRA resolution before voting on this ordinance.

# ORDINANCE

Page 1 of 3

Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, from Residence A to Residence C

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

YEA	NAY

### *Introduced by*

Council Member Jeffrey M. Smith

BE IT ORDAINED where Michael Kaskan, Deputy County Administrator, on behalf of the Jefferson County, has submitted an application to change the approved zoning classification of 6.55 acres of land, east of Cannoneer Loop and south of Rand Drive, from Residence A to Residence C, and

WHEREAS the metes and bounds description intending to describe the area of the proposed change is as follows:

ALL THAT TRACT or parcel of land situate in the City of Watertown, County of Jefferson, State of New York, and further described as follows:

BEGINNING at 1-1/2 inch iron pipe found in the westerly line of the City of Watertown Tax Parcel No. 8-29-107, said point of beginning is situate the following bearings and distances from the intersection of the easterly street margin of Hycliff Drive North with the northerly street margin of Coffeen Street:

1. N 24° 44' 17" E, along the easterly margin of Hycliff Street, a distance of 73.92 feet to a point;
2. N 30° 48' 00" E, to and along the aforesaid westerly line of the City of Watertown Tax Parcel No. 8-29-107, a distance of 1307.01 feet to an angle point in said westerly line;
3. N 26° 21' 49" E, continuing along the westerly line of the City of Watertown Tax Parcel No. 8-29-107, a distance of 160.01 feet to the POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING N 65° 10' 11" W a distance of 659.76 feet to a point situate approximately 30 feet from the centerline of the pavement of Cannoneer Loop as located on November 27, 2012;

# ORDINANCE

Page 2 of 3

Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, from Residence A to Residence C

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

YEA	NAY

THENCE along Cannoneer Loop the following bearings and distances and approximately 30 feet from the aforementioned centerline of the pavement of Cannoneer Loop located on November 27, 2012:

1. N 25° 56' 29" E, a distance of 344.74 feet to a point;
2. A generally northeasterly direction and on a curve to the right having a radius of 424.00 feet, a distance of 129.92 feet to a point, said point being a direct tie of N 34° 43' 11" E, 129.41 feet from the last mentioned point;
3. N 43° 29' 52" E, a distance of 39.04 feet to the southwesterly limits of Rand Drive;

THENCE S 53° 59' 11" E, along the southwesterly limits of Rand Drive, a distance of 348.58 feet to a point;

THENCE in a generally southeasterly direction, along the southwesterly limits of Rand Drive, as the limits curve to the right at a radius of 463.22 feet, a distance of 343.57 feet to a point, said point is situate a direct tie of S 32° 44' 18" E, 335.75 feet from the last mentioned point in the southwesterly limits of Rand Drive;

THENCE S 26° 21' 49" W, distance of 261.58 feet to the point of beginning.

CONTAINING 6.55 acres of land more or less.

And,

WHEREAS the Planning Board of the City of Watertown considered the request at its January 8, 2013 meeting and recommended that City Council adopt the zone change as requested, and

WHEREAS a public hearing was held on the proposed zone change on February 4, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

# ORDINANCE

Page 3 of 3

Changing the Approved Zoning Classification of 6.55 Acres of Land, East of Cannoneer Loop and South of Rand Drive, from Residence A to Residence C

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

YEA	NAY

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of the 6.55 acre parcel of land described above be changed from Residence A District to Residence C District, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect these changes, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

**Seconded by** Council Member Joseph M. Butler Jr.



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE  
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601  
PHONE: 315-785-7730 – FAX: 315-782-9014

TO: Planning Board Members

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

SUBJECT: Zone Change – 6.55 Acres on the JCC Campus, Res A to Res C <sup>KAM</sup>

DATE: December 27, 2012

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**Request:** Changing the approved zoning classification of 6.55 acres of land, east of Cannoneer Loop and south of Rand Drive, from Residence A to Residence C

**Applicant:** Michael Kaskan on behalf of the JCC Faculty-Student Association

**Owner:** Jefferson County

**SEQRA:** Unlisted

**County review:** Not required

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**Comments:** The applicant is proposing to rezone a portion of the Jefferson Community College campus from Residence A to Residence C in order to allow the construction of a Residence Hall, currently expected to have 64 suites with 290 beds.

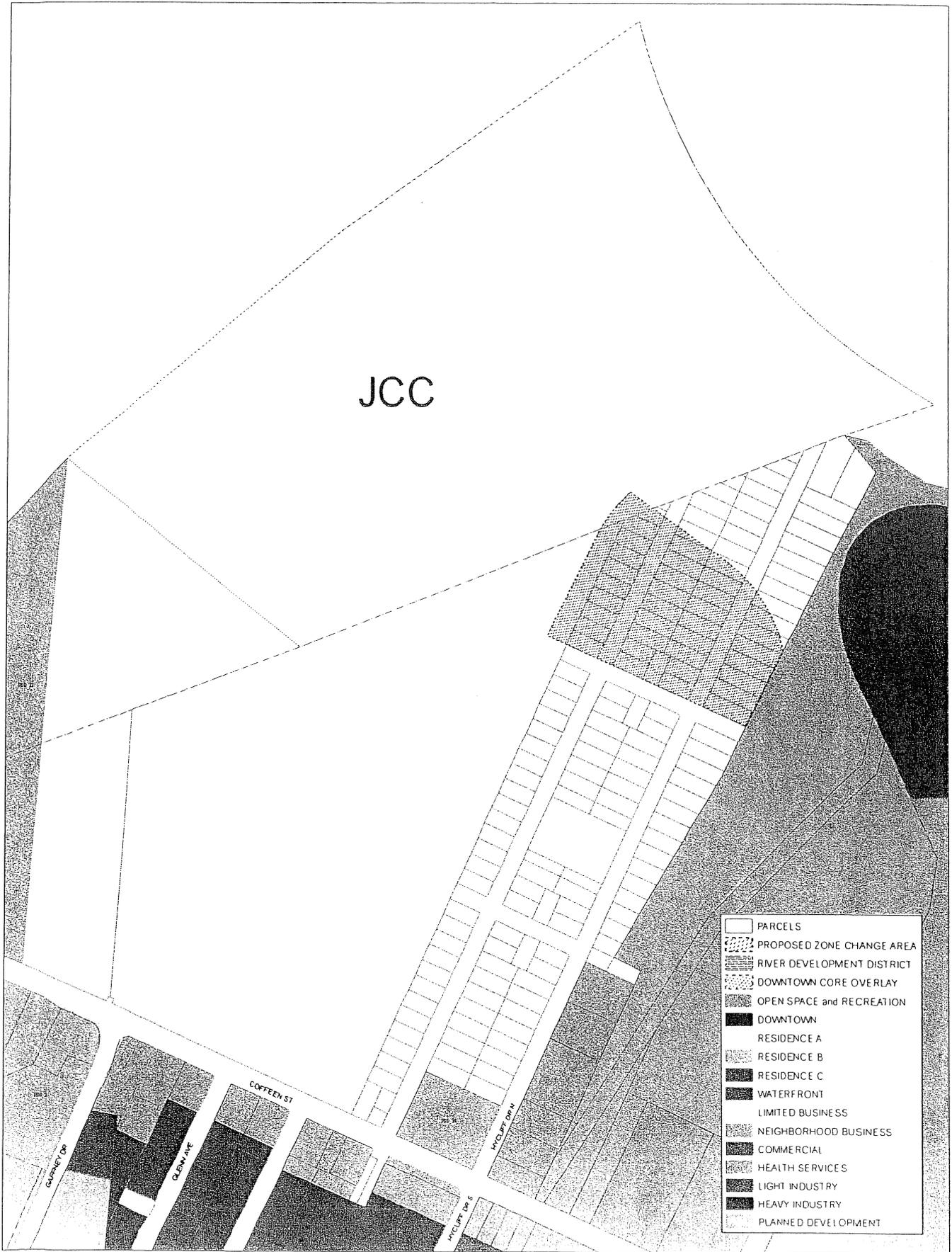
The proposed change area is not contiguous with any other Residence C lands, however spot zoning is not a concern due to the large size of the proposed change, and the fact that the uses allowed in the new district would remain harmonious with surrounding development.

The applicant does not intend to subdivide the lands in question, but will be combining parcels.

Jefferson County clearly owns the majority of the land within the change area, but the title to the paper streets (Kendall Ave North and Hycliff Drive North) is uncertain: This is not an impediment at this stage of approval—zoning can be changed irrespective of ownership. However, when the Site Plan Approval process begins ownership must be clarified, as the City Council cannot approve a site plan that extends onto land not owned by the applicant.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Michael Kaskan

JEFFERSON COMMUNITY COLLEGE  
 NOT ZONED AREAS AND RESIDENCE A to RESIDENCE C



0 400 800 Feet

**County of Jefferson**  
**Office of the County Administrator**



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

December 18, 2012

Hon. Jeffrey E. Graham, Mayor,  
and Watertown City Council  
City of Watertown  
245 Washington Street, Room 302A  
Watertown NY 13601



**Re: Jefferson Community College Residence Hall**

Dear Honorable Mayor and City Council:

The County of Jefferson petitions the City of Watertown for a proposed change of zone from Residence "A" District to a "Residence "C" District on lands owned by the County of Jefferson as described in the attachments which accompany this letter. The purpose of this change in zone is to allow for the development of the proposed JCC Residence Hall Project.

The Faculty-Student Association at JCC has proposed the development of a Residence Hall on County property adjacent to the current JCC campus. The proposed facility will consist of two (2), four (4) story housing wings interconnected by a single-story common area. The total housing units encompassed within this facility will be sixty four (64) suites totaling 290 beds.

The current zoning of the property on which the planned development is proposed is Residence "A" District. Among the uses allowed in a Residence "A" District is "any institution of higher learning, but not dormitory accommodations". Current City zoning allows dormitory use in a Residence "C" District.

The Faculty-Student Association is confident that this is a viable project, based on studies performed by outside consultants. These studies focused on the housing needs of the College, and the number of beds that the College's student population could support. Also, on-campus housing is a growing trend among community colleges. For JCC to be competitive in the community college market the College believes that on-campus housing is a necessity.

The County of Jefferson is confident that the City of Watertown understands the nature of this request. Should there be a need for any questions or updates on meeting information, I can be contacted by phone at (315) 785-3075 or by email at [mikek@co.jefferson.ny.us](mailto:mikek@co.jefferson.ny.us). Also, Joseph L. Thesier, P.E. with Bernier Carr & Associates is available to answer questions of a technical nature by phone at (315) 782-8130 or by email at [jthesier@thebcgroup.com](mailto:jthesier@thebcgroup.com).

Thank you for your assistance in this matter.

Very truly yours,

Michael E. Kaskan  
Deputy County Administrator



Contract Drawing Reference No.

LOCATION MAP

Drawn By JBE	Checked By JLT
Scale NOT TO SCALE	Date 12/17/2012

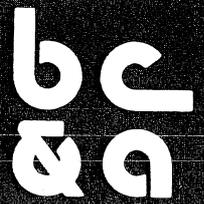
Revisions:

PROPOSED  
JCC RESIDENCE HALL

File No. 2010-088

BERNIER, CARR & ASSOCIATES

Sheet No.  
  
**1**



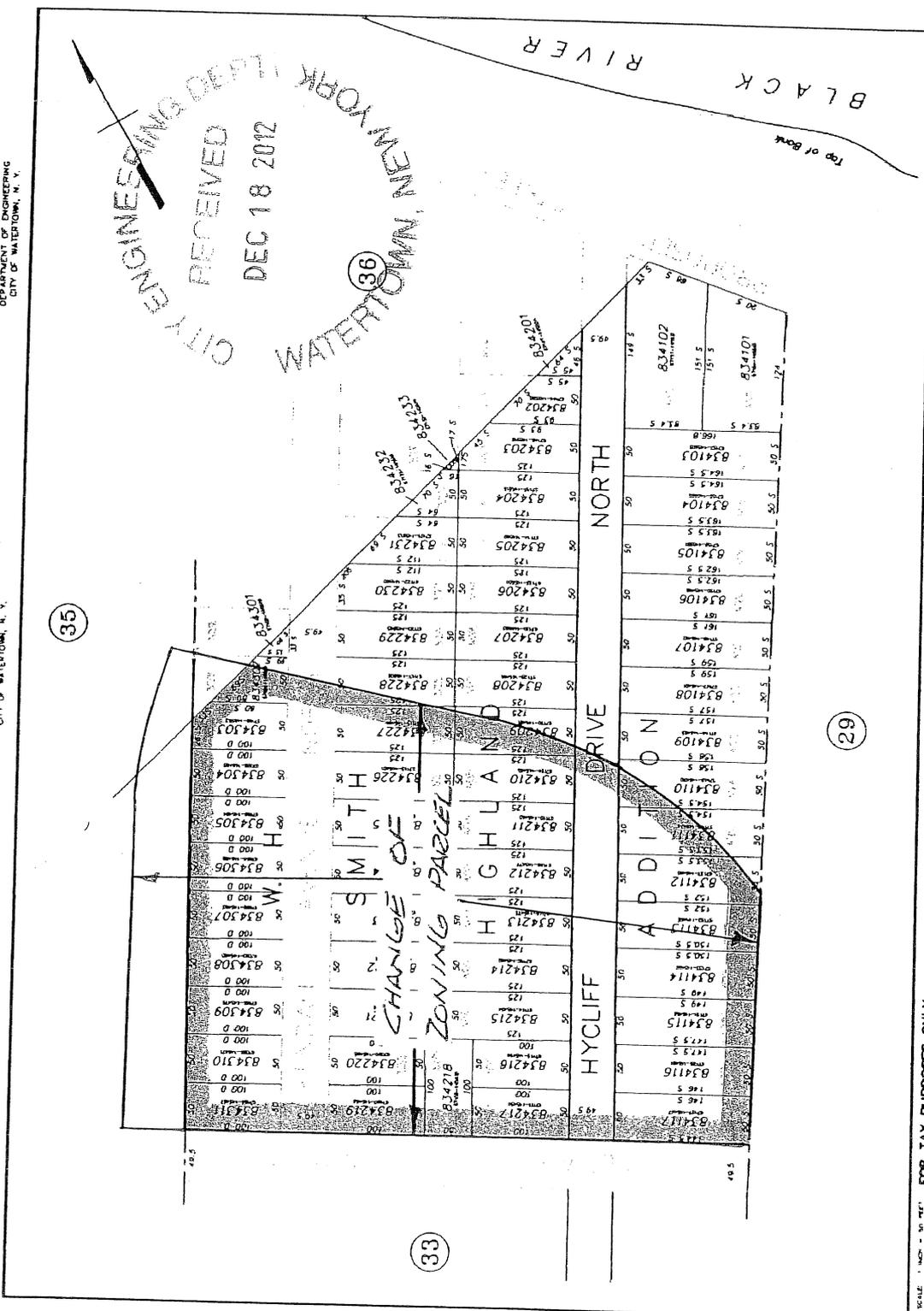
Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

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DEPARTMENT OF ENGINEERING  
CITY OF WATERTOWN, N. Y.

MADE FOR  
DEPARTMENT OF ASSESSMENT AND TAXATION  
CITY OF WATERTOWN, N. Y.

CITY ENGINEERING DEPT.  
RECEIVED  
DEC 18 2012  
WATERTOWN, NEW YORK



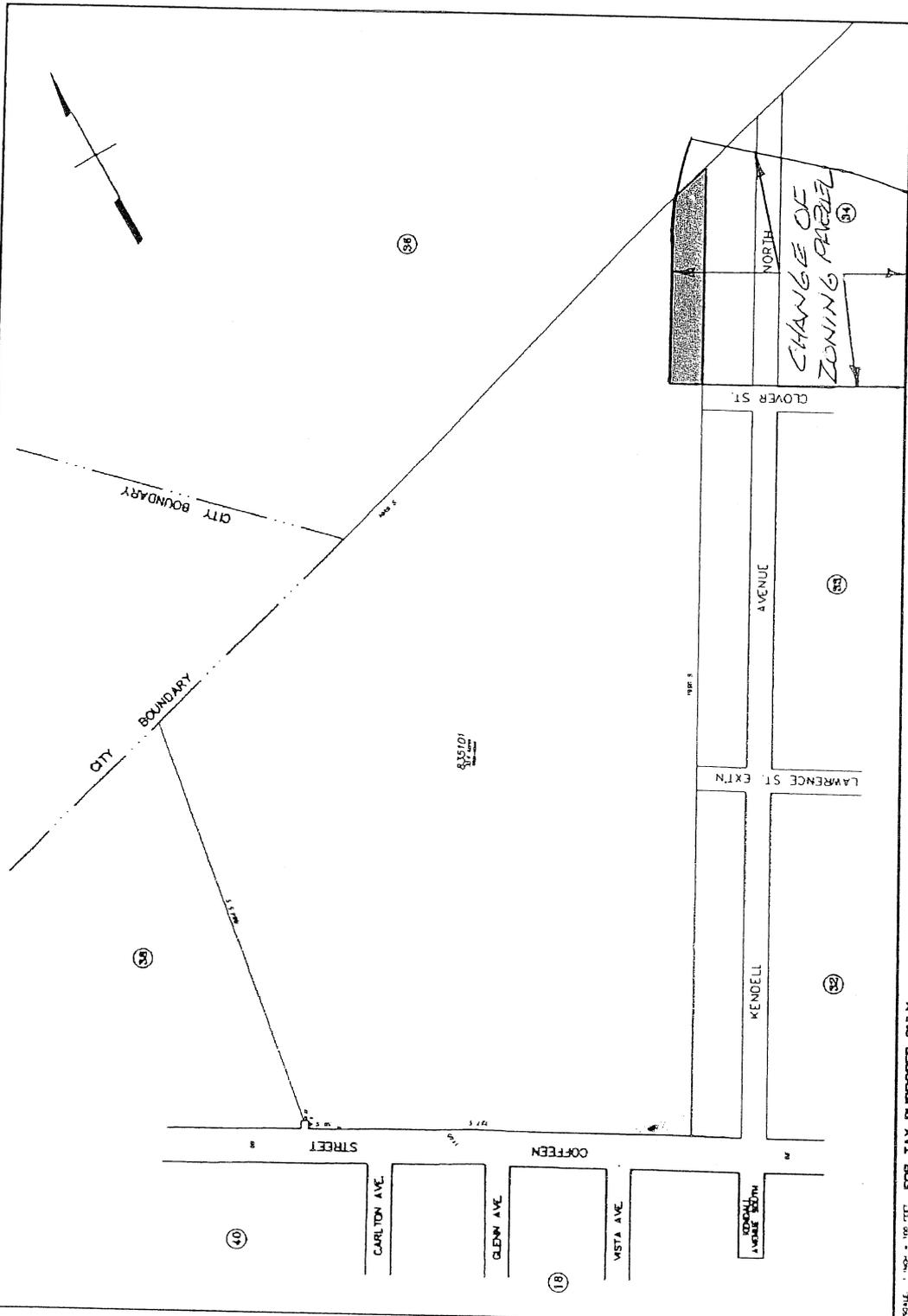
SCALE: 1" = 50' NET

FOR TAX PURPOSES ONLY  
NOT TO BE USED FOR CONVEYANCE

RELEASED JANUARY 1, 2004  
DISTRICT 8 MAP 34

DEPARTMENT OF ENGINEERING  
CITY OF SEATTLE, W. V.

DEPARTMENT OF ASSESSMENT AND TAXATION  
CITY OF SEATTLE, W. V.

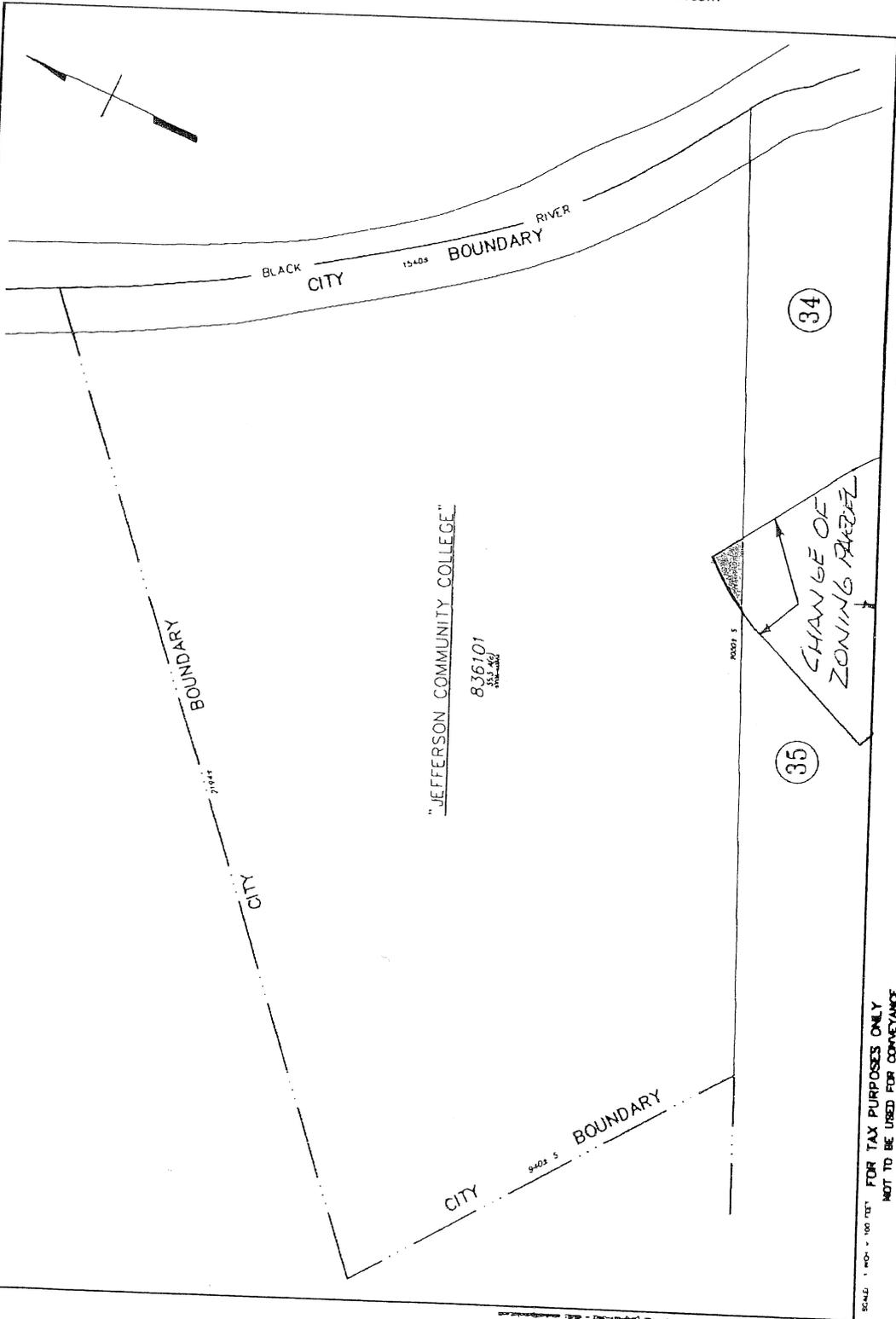


SCALE: 1" = 100 FEET  
FOR TAX PURPOSES ONLY  
NOT TO BE USED FOR CONVEYANCE

DISTRICT 8 MAP 35  
DATED JANUARY 3, 1978

DEPARTMENT OF ENGINEERING  
CITY OF WATERTOWN, N. Y.

DEPARTMENT OF ASSESSMENT AND TAXATION  
CITY OF WATERTOWN, N. Y.



DISTRICT 8 MAP 36

SCALE: 1" = 100' x 100' FEET  
FOR TAX PURPOSES ONLY  
NOT TO BE USED FOR CONVEYANCE

## Excerpt from Planning Board 1/8/13 Meeting Minutes

### ZONE CHANGE – JCC RESIDENCE HALL CANNONEER LOOP AT RAND DRIVE – VARIOUS PARCELS

The Planning Board then considered a request submitted by Michael Kaskan on behalf of the Jefferson Community College Faculty-Student Association to change the approved zoning classification of 6.55 acres of land, east of Cannoneer Loop and south of Rand Drive, from Residence A to Residence C.

Mr. Coburn noted that he would be abstaining from the discussion and the vote as his employer was representing the applicant for this project.

Joseph Thesier of Bernier-Carr was in attendance to present the project. He explained that the change was needed to allow construction of the residence hall, because dormitories are not allowed in Residence A. He noted that many parcels were involved because the land was subdivided in the late 1800's, but never developed. The County plans to recombine the lots once the titles to the paper streets are resolved.

Michael Kaskan noted that the County Attorney was working on the title right now, and it should be resolved prior to the site plan approval submittal.

Mrs. Freda asked for clarification of the location of the change area in relation to Rand Drive. Mr. Thesier explained that the northern boundary of the change area is the Rand Drive margin.

Mr. Katzman noted that the aerial photograph shows this. He also noted that there are no neighbors. He asked if JCC would be coming in for future zone changes. Mr. Nichols noted that the rest of the campus is exempt from zoning.

Mr. Katzman asked why this project was not exempt from zoning and whether the real estate would be tax exempt.

Dan Dupee of JCC explained that the entity that owns and operates the dorm will be a 501(c)(3) non-profit. The college will not own the dorm due to financing rules, but it will be tax-exempt.

Mr. Mix noted that there are many layers of jurisdiction for this project, but it was determined that the dorm will be subject to the zoning ordinance.

Mr. Katzman made a motion to recommend approval of the request submitted by Michael Kaskan on behalf of the Jefferson Community College Faculty-Student Association to change the approved zoning classification of 6.55 acres of land, east of Cannoneer Loop and south of Rand Drive, from Residence A to Residence C, as submitted on December 18, 2012.

Mrs. Gervera seconded, all voted in favor except Mr. Coburn, who abstained.

7:30 p.m. – Public Hearing

January 30, 2013

To: The Honorable Mayor and City Council

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

Subject: Amending the Code of the City of Watertown, § 310-34,  
Accessory Uses in Residence Districts

The City Council has set a public hearing on the above subject request for Monday, February 4, 2013 at 7:30 pm.

The City Planning Board reviewed the requests at its January 8, 2013 meeting and passed a motion recommending that the City Council change the Ordinance as proposed, and also consider further action regarding the Ordinance's definition of "family" and/or its effect on rental activity in Residence A districts. Attached are the report on the change prepared for the Planning Board and an excerpt from its minutes.

The County Planning Board reviewed the proposal on January 29, 2013 and determined that the proposal has no county-wide or intermunicipal issues, and is of local concern only.

§310-34.B.(7) of the Zoning Ordinance allows "the taking of not more than four non-transient roomers, provided that no sign is displayed" as an accessory use in Residence Districts. This ordinance deletes that sentence.

The ordinance will only affect Residence A Districts because boarding, lodging, rooming and tourist houses are allowed as principal uses in Residence B and C Districts. Even there it may not have a practical effect.

Residence A Districts allow one-family dwellings. The Zoning Ordinance defines a family as: "any number of individuals living together as a single housekeeping unit. To distinguish a "family" from a club, fraternity or boardinghouse, not more than four members of a family shall be other than blood relatives." This allows occupancy beyond the nuclear family. For example, the living arrangement at 257 Thompson Boulevard that instigated this proposal meets the Zoning Ordinance's definition of a family.

Any ordinance that puts a limitation on who is considered part of a family is very difficult to enforce, because of the difficulty in determining whether any particular person fits within the restriction.

The City Council must hold the public hearing and vote on the SEQRA resolution before voting on this ordinance.

# ORDINANCE

Amending the Code of the City of Watertown,  
§310-34, Accessory Uses in Residence Districts

Page 1 of 1

YEA	NAY

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

**Introduced by**

Council Member Jeffrey M. Smith

WHEREAS it has been proposed to amend the Code of the City of Watertown, New York, so that the taking of not more than four non-transient roomers is no longer listed as an allowed accessory use in Residential Districts, and

WHEREAS the City Planning Board reviewed the proposed amendment to §310-34 of the Code of the City of Watertown at its January 8, 2013 meeting and made its recommendation on adoption, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendment pursuant to General Municipal Law Section 239-m, and

WHEREAS a Public Hearing was held on the proposed Zoning Ordinance Amendment on February 4, 2013 after due Public Notice, and

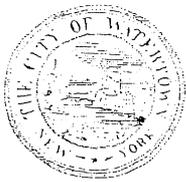
WHEREAS the City Council has determined, pursuant to the State Environmental Quality Review Act that there will not be any significant environmental impacts caused by the adoption of this Ordinance, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of the residents of the City of Watertown to make the following change to Chapter 310 of the City Code,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, New York, that §310-34.B.(7) that reads “the taking of not more than four non-transient roomers, provided that no sign is displayed” is hereby deleted from the Code of the City of Watertown, and

BE IT FURTHER ORDAINED that this Amendment to the City Code shall take effect as soon as published once in the official newspaper of the City of Watertown, New York, or printed as the City Manager directs.

**Seconded by** Council Member Teresa R. Macaluso



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE  
245 WASHINGTON STREET, SUITE 304, WATERTOWN, NY 13601  
PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Planning Board Members

FROM: Kenneth A. Mix, Planning and Community Development Coordinator <sup>KAM</sup>

SUBJECT: Zoning Text Amendment §310-34 – Taking of Non-Transient Roomers in Res A

DATE: December 27, 2012

Council Member Jeffrey Smith has requested that the attached ordinance be brought to Council for consideration. The Council referred it to the Planning Board for review. Once a recommendation is received from the Planning Board, the Council must hold a public hearing prior to voting on the amendment.

The amendment will be reviewed by the County Planning Board at their January 29, 2013 meeting.

The ordinance amends section 310-34.B.(7) so that “taking of not more than four non-transient roomers, provided that no sign is displayed” will no longer be an allowed accessory use in any Residential district. In practical terms, this will only affect Residence A District, because boarding houses are allowed as a principal use in the other residential districts.

cc: City Council Members  
Robert Slye, City Attorney  
Justin Wood, Civil Engineer II

December 12, 2012

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning and Community Development Coordinators  
Subject: Amending Code of the City of Watertown, §310-34, Accessory Uses in Residence Districts

Council Member Jeffrey Smith requested that the attached ordinance be drafted.

§310-34.B.(7) of the Zoning Ordinance allows “the taking of not more than four non-transient roomers, provided that no sign is displayed” as an accessory use in Residence Districts. This ordinance deletes that sentence.

The ordinance will only affect Residence A Districts because boarding, lodging, rooming and tourist houses are allowed as principal uses in Residence B and C Districts. Even there it may not have a practical effect. Residence A Districts allow one-family dwellings. The zoning ordinance defines a family as: “any number of individuals living together as a single housekeeping unit. To distinguish a “family” from a club, fraternity or boardinghouse, not more than four members of a family shall be other than blood relatives.” The Code Enforcement Bureau’s ability to determine whether there are more than four non-related persons in a household is very limited.

As with all zoning amendments, this ordinance will have to be sent to the City and County Planning Boards for recommendations, a public hearing must be held, and a SEQRA determination must be made by the City Council.

## Excerpt from Planning Board 1/8/13 Meeting Minutes

### ZONING TEXT AMENDMENT – ROOMERS IN RESIDENCE A

The Planning Board then considered an ordinance referred by City Council which disallows “non-transient roomers” as an accessory use in Residence Districts.

Mr. Mix explained that the ordinance was requested by Councilmember Smith and would remove the section of the zoning ordinance that allows taking of not more than 4 non-transient roomers in residential districts. He explained that in practical terms this amendment will only affect Residence A districts, because boarding houses are allowed as principal uses in other districts.

Mr. Gervera asked what the definition of “non-transient” is. Mr. Mix responded that it probably refers to weekly rentals or longer.

Mrs. Freda asked what the definition of a family is. Mr. Mix responded that it is any group of people living as a single household, with no more than 4 members being other than blood relatives. The effective distinction between a “family” of four unrelated individuals and a house with four “roomers” could be that the family members do not pay rent. However, it is essentially impossible to enforce this distinction because Codes has neither the authority nor the resources to establish whether people are blood relatives or whether rent is being paid.

Debbie Cavallario of 259 Thompson Boulevard addressed the Board. She stated that she bought her house based on a specific understanding of what constitutes a family. When a house in her neighborhood is occupied by several unrelated individuals, she believes that does not fit in with the characteristics of a single family neighborhood. She explained that she had talked to Code Enforcement, and that is how the Accessory Uses section came to her attention and motivated her to contact City Council. She asked that this amendment be passed regardless of its effectiveness, because it would at least be a step in the right direction.

Mrs. Freda stated that she is surprised by the definition of family in the zoning ordinance.

Mr. Fontana noted that the proposed change would not accomplish the supposed goal. The definition of family would need to be changed.

Mr. Mix noted that changing this definition could be a constitutional quagmire. The current definition is of the type most likely to survive legal scrutiny.

Mrs. Gervera stated that she would still like to remove the accessory use clause. She does not think that renting rooms should be allowed in Residence A districts.

Mr. Davis noted that making a change like this will likely cause more problems than it solves. The rule would pit neighbor against neighbor and create conflict, while providing no actual solution to the problem.

Mr. Katzman stated that he thinks occupancy should be based on the number bedrooms in a house, regardless of blood relative status.

After further general discussion, Mr. Fontana then moved to recommend that City Council approve the ordinance deleting Section 310-34.B.(7) from the Zoning Ordinance, and also recommend that the City consider further action regarding the definition of "family" and/or its effect on rental activity in Residence A districts.

Mrs. Gervera seconded, all voted in favor except Mr. Davis, who voted nay.