

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, February 22, 2022

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, February 22, 2022, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is open to the public.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

CDBG Annual Action Plan

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Performance Review of City Manager
- Resolution No. 2 - Performance Review of City Clerk
- Resolution No. 3 - Approving Lease Agreement Between the City of Watertown and S&V Baseball Management LLC
- Resolution No. 4 - Approving Change Order No. 1 for the Harrison Street Sewer Rehabilitation Project, JL Excavation LLC
- Resolution No. 5 - Approving License Agreement with Convalt Energy, Inc. for Sewall's Island
- Resolution No. 6 - Approving Change Order No. 1 for the Alteri Pool Restoration Project, Sundance Leisure

- Resolution No. 7 - Readopting Fiscal Year 2021-22 General Fund Budget to Restate the Number of Authorized Fire Department Positions
- Resolution No. 8 - Approving Agreement for Professional Services for Alex T. Duffy Fairgrounds Grandstand Steel Repair Project, Bernier Carr & Associates P.C.
- Resolution No. 9 - Readopting Fiscal Year 2021-22 General Fund Budget – Fairgrounds Grandstand Steel Repair Project
- Resolution No. 10 - Approving Agreement for Professional Services for Flynn Pool and Bathhouse Facility Assessment and Feasibility Study, C&S Companies
- Resolution No. 11 - Authorizing Application Through Federal Emergency Management Agency’s Fire Prevention and Safety Program
- Resolution No. 12 - Site Plan Approval for the Construction of a 567 Square-Foot (SF) Building Addition, and a 3,100 SF Driveway and Parking Lot at 325 Stone Street, Parcel Number 10-04-122.100
- Resolution No. 13 - Rejecting Bid for Creekwood Apartments – Trash & Recycling
- Resolution No. 14 - Designating Ford 550 (8-22) as a Rescue Truck

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

- | | |
|---------------------------|---|
| Amended Resolution | Directing Staff to Conduct a Phase II ESA and Restore the Parking Area and Former Cart Storage Areas in Thompson Park to Lawn |
| Laid Over Under the Rules | Ordinance Amending Section 216-2 of the City Code to Delete a Designated Parking Area in John C. Thompson Park |

STAFF REPORTS

1. Sales Tax Revenue – January 2022
2. Sale of Surplus Hydro-electricity – January 2022

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MARCH 7, 2022.**

Res Nos. 1 and 2

February 16, 2022

To: City Council Members

From: Jeffrey M. Smith, Mayor

Subject: Resolutions for Performance Reviews of City Manager and City Clerk

The Council Members have had an opportunity to discuss the accomplishments over the past year for the City Manager and City Clerk.

Attached are two resolutions which provide favorable performance reviews for both.

February 22, 2022

RESOLUTION

Page 1 of 1

Performance Review of City Manager

Introduced by

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

WHEREAS the Charter of the City of Watertown under Title III, Section 20-6 requires a performance review of the City Manager annually with findings adopted by March 1 each year, and

WHEREAS it was determined that the City Manager has demonstrated his management and communication style, and has become an effective leader of the City's workforce, and

WHEREAS the City Manager has been effective at maintaining the financial strength of the City, managing the myriad of tasks and responsibilities that fall under his discretion,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Manager's duties and performance, we find the City Manager, Kenneth A. Mix, has performed consistent with expectations and did an excellent job in the year.

Seconded by

RESOLUTION

Page 1 of 1

Performance Review of City Clerk

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Clerk annually with findings adopted by March 1 each year, and

WHEREAS City Council determined the City Clerk has done an excellent job of carrying out the duties of her office and serving the public, and

WHEREAS the City Clerk has effectively led her staff in a professional and productive way, and

WHEREAS the City Clerk continues to make her office more efficient,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Clerk's duties and performance, we find the City Clerk, Ann M. Saunders, has performed consistent with expectations and did an excellent job in the year.

Seconded by

Res No. 3

February 16, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

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

Attached for Council's consideration and approval is a Lease Agreement with S&V Baseball Management LLC (Watertown Rapids) for two years commencing on April 1, 2022 at the Alex T. Duffy Fairgrounds. This agreement also has a renewal option for the 2024-2025 season.

The flat fee for the first year of this lease is \$11,600 increasing to \$11,835 for season 2023-24, with the optional renewal at \$12,070. This pricing, as well as the terms and conditions, was agreed to by the S&V Baseball.

A Resolution approving the lease is attached for Council consideration.

RESOLUTION

Page 1 of 1

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

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Introduced by

Total

YEA	NAY

WHEREAS the City of Watertown owns and operates a facility known as the Alex T. Duffy Fairgrounds and the Fairgrounds is a community recreational facility, and

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

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

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

WHEREAS S&V Baseball Management LLC desires to have its team play baseball games within the confines of the Fairgrounds baseball fields and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities, and

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

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

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

Seconded by

LEASE AGREEMENT

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

This Lease is being made and is intended to be effective as of April 1st, 2022 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and S&V Baseball Management LLC, with its principal offices located P.O. Box 6250, Watertown, NY 13601 ("Baseball").

INTRODUCTION

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

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

WHEREAS, in pursuit of that public purpose, the City desires to contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities; and

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

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

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

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

AGREEMENT

Section I – Term of Lease

a. The term of this Lease Agreement shall be for the period, from April 1, 2022 through March 31, 2024 with a renewal option for the 2024-2025 season, which shall be defined as April 1, 2024 – March 31, 2025.

b. Baseball shall notify the City in writing by January 1, 2024 of its intent to exercise the option to renew the lease for 2024-2025.

Section II – Premises Leased

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

b. Baseball shall also have the right to occupy the grandstand office space during the off-season. The City will be responsible for snow removal and will provide heat for the office area.

c. In-season refers to the months of April-September while off-season refers to the months of October-March.

d. All non-baseball activities held by Baseball require prior approval from the City. Such activities may include, but are not limited to, camps, car drives, tournaments, etc. Certain activities may incur additional fees, dependent upon the facilities used and level of support required of the City.

Section III – Non-Assignability and Non-Exclusivity

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

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

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

Section IV – Compensation (Rent)

a. As compensation for the use of the Premises, and during the term of this Lease, Baseball shall pay to the City a flat fee as follows:

1. Year 2022-23: \$11,600
2. Year 2023-24: \$11,835
3. Optional Year 2024-25: \$12,070

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

c. Payment must be made to the Parks and Recreation Department with 50% being paid on April 1st and the remaining 50% to be paid on July 1st. If payment is not made by Baseball on or before the scheduled due date, Baseball will no longer be provided with access to the Premises.

Section V – Non-Alcohol Concessions and Advertising

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

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

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

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

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

Section VI – Franchise for Sale of Alcoholic Beverages

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

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

Baseball or its sub-franchisee shall provide the City with a copy of any application for the license, and shall, at a minimum as part of the application, show the locations of all points of sale; indicate the manner in which control of the sale of alcoholic beverages will be maintained; contain an acknowledgement that it will discontinue the service of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police; provide proof of its liquor liability insurance

coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate; and represent that the times of alcohol service must be no earlier than one hour prior to the commencement of any game and that all service will be discontinued at the end of the 7th inning stretch.

Baseball acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the sale of alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that Baseball or its sub-franchisee has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, Baseball's right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

The following rules concerning sales times shall apply:

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

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

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

Section VII – Adequacy of Leased Premises

a. Baseball represents that the Premises satisfy the requirements of the Perfect Game Collegiate Baseball League and that the City shall not be obligated to make any changes to the Premises and the office space during the term of this Lease to satisfy any requirements of Baseball or the Perfect Game Collegiate Baseball League.

b. Baseball shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Baseball shall include a statement that Baseball has examined and knows the condition of the Premises and has received the

same in good repair and working order. Any exceptions by Baseball to the condition of the Premises at the time of their receipt shall be provided to the City in writing.

c. The City will maintain the premises to the standards of the Perfect Game Collegiate Baseball League and to NCAA standards.

Section VIII – Maintenance

a. The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Lease, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

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

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

d. The City agrees to make every reasonable effort to ensure that the field is in playable condition following inclement weather, which includes the application of Turface. When necessary, the City will apply up to fifteen bags of Turface per game.

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

Section IX – Folding Chairs

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

Section X – Concession Space

Baseball will have exclusive use of the concession space during the term of this Lease.

Section XI-COMPLIANCE WITH PROVISIONS/DEFAULT

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

Section XII– Insurance

a. Baseball agrees to name the City as an additional named insured for its liability coverage, and to provide proof of general liability insurance in the amount of \$1,000,000.00 individual/\$2,000,000 aggregate, and property damage coverage in the amount of \$100,000. Baseball shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Lease Agreement. Baseball's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

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

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

Section XIII– Hold Harmless

Baseball shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of Baseball's operation, use, or occupation of the Premises, or by or resulting from any act or omission of Baseball or any of its officers,

agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified at Section XII, naming the City as an additional named insured, shall be sufficient for purposes of meeting Baseball's obligations under this paragraph.

Section XIV – Venue and Applicable Law

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

b. This Agreement shall be construed in accordance with the laws of the State of New York.

Section XV – Right of Access

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

Section XVI – Return of Premises

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

Section XVII– Notice

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

To City: Kenneth A. Mix, City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To Baseball: Paul Velte, Partner
S&V Baseball Management, LLC
P.O. Box 6250
Watertown, NY 13601.

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

IN WITNESS WHEREOF, the City and Baseball will have caused this Amendment to be executed by authorized agents to be effective as of April 1, 2022.

City of Watertown, NY

By: _____
Jeffrey M. Smith, Mayor

S&V Baseball Management, LLC

By: _____
Paul Velte, Partner

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

On _____, 2022, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jeffrey M. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

On _____, 2022, before me, the undersigned, a Notary Public, in and for said State, personally appeared Paul Velte, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A

ABC Law Rules and Guidelines

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

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

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

<p>College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
--

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

Recognize the signs of intoxication

Slurred speech

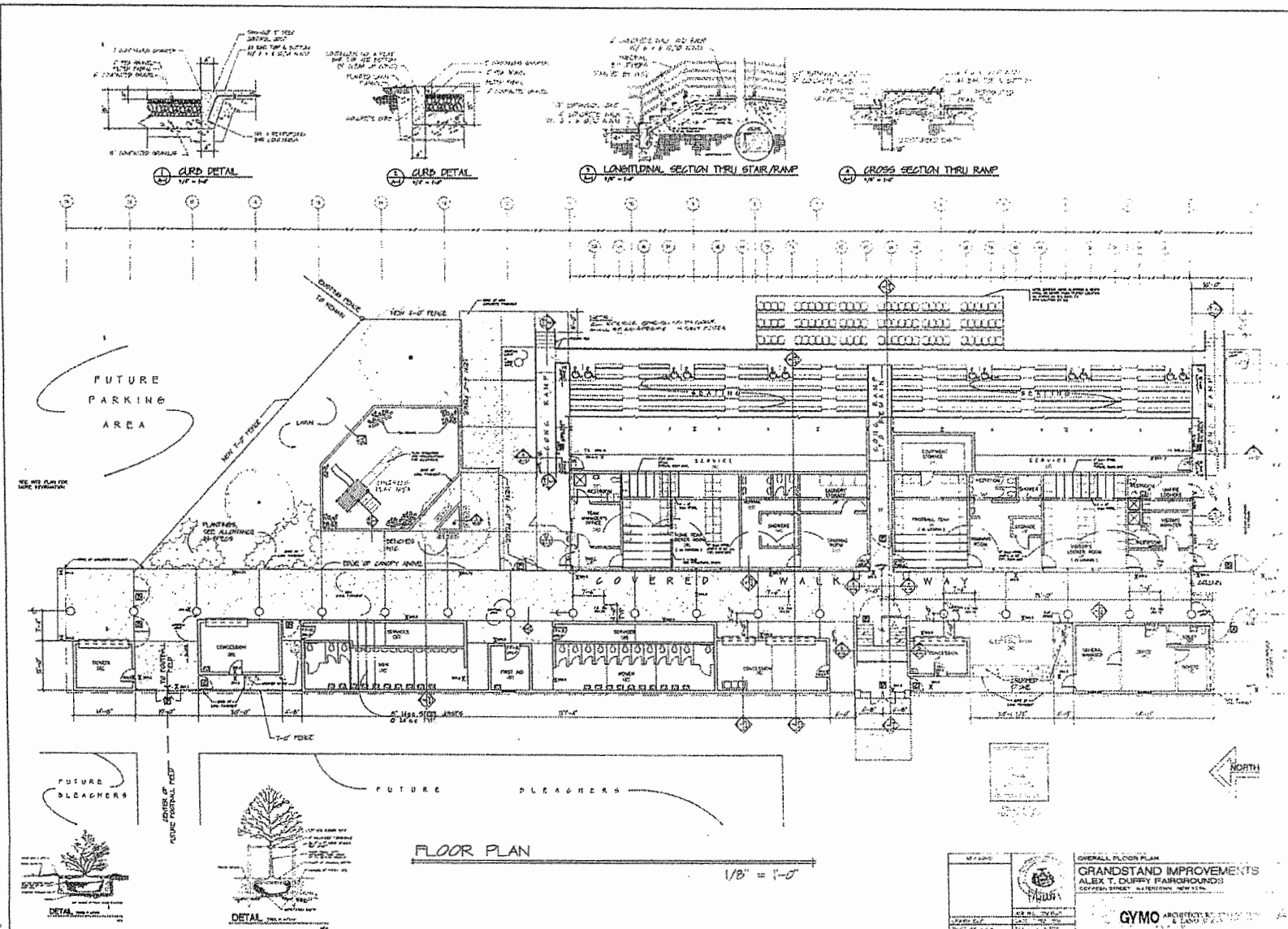
Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

"EXHIBIT A"



February 15, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Harrison Street Sewer Rehabilitation Project, Change Order No. 1

At the May 3, 2021, meeting, City Council approved the bid for the Harrison Street Sewer Rehabilitation Project to JL Excavation LLC in the amount of \$451,461.18.

JL Excavation LLC has now submitted Change Order No. 1 in the amount of \$18,089.67 less to close out the project, bringing the final construction cost to \$433,371.51. During construction, it was decided to repair three manholes rather than replace them thereby saving money.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1
for the Harrison Street Sewer Rehabilitation
Project, JL Excavation LLC

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at its May 3, 2021, meeting, the City Council approved a bid from JL Excavation LLC in the amount of \$451,461.18 for the Harrison Street Sewer Rehabilitation Project, and

WHEREAS during construction, it was decided to repair three manholes rather than replace them, and

WHEREAS JL Excavation LLC has submitted Change Order No. 1 in the amount of \$18,089.67 less,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 from JL Excavation LLC in the amount of \$18,089.67 less, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$433,461.18 to close out the project, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

Change Order

No. 1

Date of Issuance: 2/1/2022

Effective Date: 2/1/2022

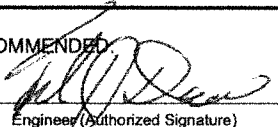
Project: Harrison Street Sewer Rehabilitation Project	Owner: City of Watertown	Owner's Contract No.:
Contract:		Date of Contract: 5/3/2021
Contractor: JL Excavation LLC		Engineer's Project No.:

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

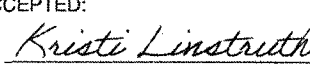
Description: Final Quantity Adjustment

Attachments: (List documents supporting change): See Pay App #9

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 451,461.18	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$0	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$ 451,461.18	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order: \$ 18,089.67	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$ 433,371.51	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED
By: 
Engineer (Authorized Signature)
Date: 2/1/2022

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 2-2-2022

Approved by Funding Agency (if applicable): _____

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO Owner:
City of Watertown
245 Washington Street
Watertown, NY 13601
FROM CONTRACTOR
JL Excavation LLC
13489 Case Road
Chaumont, NY 13624

PROJECT:
Harrison Street Sewer Rehabilitation Project

APPLICATION #: 9
PERIOD TO: 01/31/22
CONTRACT DATE: 5/3/2021

Distribution to:

☒ Owner
☒ Const. Mgr
☐ Architect
☐ Contractor

CONTRACTOR'S PROJECT #: 3-21

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----- \$ 451,461.18
2. Net change by Change Orders----- \$ -18,089.67
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 433,371.51
4. TOTAL COMPLETED & STORED TO DATE-\$ 433,371.51
(Column G on Continuation Sheet)
5. RETAINAGE:
a. _____ of Completed Work \$ _____
(Columns D+E on Continuation Sheet)
b. _____ of Stored Material \$ _____
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column 1 of Continuation Sheet----- \$ _____
6. TOTAL EARNED LESS RETAINAGE----- \$ 433,371.51
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- \$ 433,371.51
8. CURRENT PAYMENT DUE----- \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-\$18,089.67
TOTALS		-\$18,089.67
NET CHANGES by Change Order		-\$18,089.67

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Christ J. Linsmith Date: 2-2-2022

State of: New York
County of: Jefferson

Subscribed and sworn to before
me this 2nd day of February

Pamela M Mickler
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01M16407032
Jefferson County
Commission Expires May 4, 2024

Notary Public: Pamela M. Mickler
My Commission expires: 5-4-2024

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By: Paul P. Deane Date: 2/3/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Harrison Street Sewer Rehabilitation Project

Contractor Name:
JL Excavation LLC
13489 Case rd
Chaumont, NY 13622

Page 2 of 2 Pages
APPLICATION NUMBER: 8
APPLICATION DATE: 11/11/21
PERIOD TO: 4-Nov-21
CONTRACTOR CONTRACT NO: 03-21

Item No.	Units	Units Bld	units completed to date	Units completed in current pay app	Unit Price	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
								From Previous Application (D + E)	This Period					
1.00.02	LS	1	1		\$ 2,268.00	QUALITY CONTROL	2,268.00	2,268.00			2,268.00	100%		
1.01.00	LS	1	1		\$ 5,317.50	Survey/Engineer	5,317.50	5,317.50			5,317.50	100%		
1.01.01	LS	1	1		\$ 16,733.00	Misc. Work/Mobilization	16,733.00	16,733.00			16,733.00	100%		
1.02.00	LS	1	1		\$ 5,491.00	Maintenance & Protection of Traffic	5,491.00	5,491.00			5,491.00	100%		
1.02.01	DAYS	90	19.33	7	\$ 10.33	Dust Control & SWPPP	929.70	588.81			588.81	63%	340.89	
1.02.03	CY	200	22	20	\$ 30.82	Unclassified Excavation	6,184.00	1,294.44			1,294.44	21%	4,869.56	
1.06.05	SF	250	96		\$ 25.59	5" Reinforced Concrete Sidewalk	6,397.50	2,456.64			2,456.64	38%	3,940.86	
1.06.06	SF	508	481.75		\$ 26.37	6" Reinforced Concrete Sidewalk	13,395.96	12,703.75			12,703.75	95%	692.21	
1.06.07	SF	162	127		\$ 42.00	Detectable Warning Strip	6,804.00	5,334.00			5,334.00	78%	1,470.00	
1.10.00	EA	6			\$ 203.13	City Monument Replacement	1,218.78						1,218.78	
1.12.00	SY	24		88	\$ 62.91	Asphalt Driveway Apron	1,509.84	5,588.99			5,588.99	371%	(4,089.15)	
1.14.01	CY	15	12	15	\$ 114.14	Topsoil	1,712.10	3,081.78			3,081.78	180%	(1,369.68)	
1.14.02	SY	90		303	\$ 5.83	Seeding	524.70	1,766.49			1,766.49	337%	(1,241.79)	
2.02.00	CY	40	52.5		\$ 69.00	Rock Excavation Sanitary Sewer	2,760.00	3,622.50			3,622.50	131%	(862.50)	
2.05.00	EA	4	4		\$ 4,899.93	Spot Sewer Repair & Pavement Repair	19,599.72	19,599.72			19,599.72	100%		
2.10.06	LF	72	74		\$ 79.57	6" PVC SDR-35 Sanitary Sewer Pleasant St	5,729.04	5,888.18			5,888.18	103%	(159.14)	
2.10.10	LF	366	391		\$ 155.00	10" PVC SDR-35 Sanitary Sewer	56,730.00	60,605.00			60,605.00	107%	(3,875.00)	
2.10.106	EA	5	8		\$ 144.94	10" x 6" PVC SDR-35 Wye Fitting	724.70	1,159.52			1,159.52	160%	(434.82)	
2.20.06	LF	94	163		\$ 73.57	6" PVC SDR-35 Sanitary Lateral Pipe	6,915.58	11,991.91			11,991.91	173%	(5,076.33)	
2-21.04	EA	5	8		\$ 646.72	PVC Sewer Clean Out	3,233.60	5,173.76			5,173.76	160%	(1,940.16)	
2.50.04	VF	40	41.4		\$ 355.18	4' Diameter Concrete Sanitary Manhole	14,207.20	14,706.30			14,706.30	104%	(499.10)	
2.52.00	EA	6	1	5	\$ 1,491.07	Self Leveling Sanitary Mahole Frame & Cover	8,946.42	8,946.42			8,946.42	100%		
2.55.10	VF	27	8.5		\$ 813.44	Sanitary Manhole Replacement	21,962.88	14,235.20			14,235.20	65%	7,727.68	
2.80.00	LF	440		370	\$ 4.35	Testing Sanitary Sewer	1,914.00	1,609.50			1,609.50	84%	304.50	
3.02.00	CY	145	69.5		\$ 69.00	Rock Excavation Storm Sewer	10,005.00	4,795.50			4,795.50	48%	5,209.50	
3.12.10	LF	73	38		\$ 46.30	10" HDPE Storm Sewer	3,379.90	1,759.40			1,759.40	52%	1,620.50	
3.12.12	LF	24	6		\$ 96.03	12" HDPE Storm Sewer	2,304.72	576.18			576.18	25%	1,728.54	
3.12.30	LF	479	468		\$ 141.37	30" HDPE Storm Sewer	67,717.00	66,161.16			66,161.16	98%	1,555.84	
3.50.44	VF	46	58		\$ 507.76	4'x4' Concrete Storm Manhole	23,356.96	29,486.60			29,486.60	126%	(6,129.64)	
3.52.00	EA	9	1	5	\$ 1,060.44	Self Leveling Storm Manhole Frames & Cover	9,543.96	6,362.64			6,362.64	67%	3,181.32	
3.55.00	EA	1	1		\$ 729.00	Alter Exist Storm Manhole for all new Connection	729.00	729.00			729.00	100%		
3.55.10	VF	20	5		\$ 1,001.55	Storm Manhole Replacement	20,031.00	5,007.75			5,007.75	25%	15,023.25	
3.62.00	VF	14	17.5		\$ 504.29	2'x2' Concrete Drainage Structure	7,060.06	8,825.08			8,825.08	125%	(1,765.02)	
3.63.00	EA	3	1	3	\$ 660.80	2'x2' Drainage Frame & Grate	1,982.40	2,643.20			2,643.20	133%	(660.80)	
3.80.00	LS	1		1	\$ 679.00	Testing Storm Sewer	679.00	679.00			679.00	100%		
4.02.00	CY	120	22		\$ 69.00	Rock Excavation - Water	8,280.00	1,518.00			1,518.00	18%	6,762.00	
4.04.00	EA	10	15		\$ 144.62	4"-10" Water Main Anchoring	1,446.20	2,169.30			2,169.30	150%	(723.10)	
4.10.10	LF	42	30		\$ 228.20	10" Ductile Iron Water Main	9,584.40	6,846.00			6,846.00	71%	2,738.40	
4.15.08	EA	1	1		\$ 1,785.17	6" Gate Valve Box & Cover	1,785.17	1,333.74			1,333.74	75%	451.43	
4.15.10	EA	1	1		\$ 2,175.74	10" Gate Valve Box & Cover	2,175.74	2,175.74			2,175.74	100%		
5.03.00	SY	50		55	\$ 46.18	Pavement Planning	2,308.00	2,538.80			2,538.80	110%	(230.80)	
5.08.00	LF	250	123		\$ 54.80	Concrete Curbing	13,700.00	6,740.40			6,740.40	49%	6,959.60	
5.09.04	SY	160		104	\$ 47.43	Pavement Repair	7,588.80	4,932.72			4,932.72	65%	2,656.08	
5.10.03	TONS	105		166.3	\$ 141.03	Asphalt Concrete Binder Type 3	14,808.15	23,735.35			23,735.35	160%	(8,927.20)	
5.10.06	TONS	75		149.3	\$ 133.66	Asphalt Concrete Top Type 6	10,024.50	19,955.44			19,955.44	199%	(9,930.94)	
5.20.00	LF	1350	1910	49	\$ 1.32	Asphalt Pavement Cuts	1,782.00	2,585.88			2,585.88	145%	(803.88)	
6.00.00	EA	1			\$ 20,000.00	Field Change Payment Harrison	20,000.00	21,642.22			21,642.22	108%	(1,642.22)	
SUBTOTALS PAGE 1							451,461.18	433,371.51			433,371.51	96%	18,089.67	

Res No. 5

February 14, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving License Agreement with Convalt Energy, Inc. for Sewall's Island

The City Council discussed the proposal by Hari Achuthan of Convalt Energy, Inc. to redevelop the hydro-electric plant on the downstream point of Sewall's Island. Mr. Achuthan also indicated that they are interested in developing commercial and recreational uses on the island. A majority of the Council informally agreed that Convalt should be given the authority to investigate the potential for redevelopment.

A license agreement that gives Convalt the exclusive right to conduct studies of the hydro-electric plant and the two available parcels for commercial, retail, and public purposes has been developed. A resolution approving the License Agreement is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving License Agreement with
Convalt Energy, Inc. for Sewall's
Island

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns a portion of Sewall's Island that contains an unused hydro-electric site, and

WHEREAS Convalt Energy, Inc. is interested in acquiring approval to investigate the potential for redevelopment, and

WHEREAS a License Agreement has been developed that gives Convalt the exclusive right to conduct studies of the hydro-electric plant and the two available parcels for commercial, retail and public purposes,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the License Agreement with Convalt Energy, Inc., a copy of which is attached and made part of this resolution, and

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

Seconded by

LICENSE AGREEMENT

This Agreement is being made and is intended to be effective as of _____, 2022 for a period of Five (5) years, with an option for an additional one year, between the City of Watertown, New York, with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”) and Convalt Energy, Inc., a Delaware Business Corporation doing business in the State of New York, with principal offices located at 800 Starbuck Avenue, A-15, Watertown, New York 13601 (“Convalt Energy”).

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and owns two parcels of land on or near Sewall’s Island in the City of Watertown as conveyed to the City by BC Holding Group, Inc. by deed dated April 27, 2007 and recorded in the Jefferson County Clerk’s Office on July 6, 2007 at File Number 2007-00011681; and

WHEREAS, one of the parcels, identified as Tax Parcel No. 4-12-201.100, consists of a former hydro-electric plant, a portion of the riverbed of the Black River, and a parcel formerly occupied by what was commonly referred to as the “Triangle Building.” Another parcel, identified as Tax Parcel No. 4-12-103.100, is a parcel formerly occupied by a foundry, (the two parcels together jointly referred to as the “properties” are shown on the map identified as Exhibit A); and

WHEREAS, Convalt Energy has expressed an interest in developing the properties for the renovation of the hydro-electric facility and the creation of a commercial area tying into the City’s “Sewall’s Island and Factory Square Revitalization and Redevelopment Design Plan”; and

WHEREAS, Convalt Energy cannot adequately conduct an investigation into the viability of the former hydro-electric plant nor of the development of commercial/retail/public uses without an opportunity to conduct site investigations (e.g., surveys, structural analyses, etc.) and studies; and

WHEREAS, Convalt Energy desires the opportunity to enjoy a license for its exclusive investigation and study upon the terms and conditions set forth in this Agreement; and

WHEREAS, the City desires to grant such a license upon the terms and conditions designed to further the revitalization and development of riverfront uses in the City, the parties agree as follows:

Agreement

Section 1. – Term of License.

The term of this license shall be for a period of five (5) years from March 1, 2022 through February 28, 2027, with an option to renew, upon the same terms of this Agreement, for an additional one (1) year. Convalt Energy must notify the City, in writing, of its desire to exercise the option to renew at least ninety (90) days in advance of the expiration of the initial term.

Section 2. – Grant of License.

The City grants Convalt Energy an exclusive license on the properties to conduct studies of the hydro-electric plant and its environs for its independent investigation as to whether redevelopment of the hydro-electric plant is financially viable and to examine potential development of the properties to determine if they are capable of reasonably supporting commercial, retail, and public purposes.

Section 3. – Non-Assignability.

The City and Convalt Energy agree that it is the purpose of this license to permit the exclusive use of the licensed area by Convalt Energy, and that this license may not be assigned by Convalt Energy to any person or entity without the City's prior express written consent. Convalt Energy agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

Section 4. – Compensation.

The fees for the license shall be \$ 100 per month. Payment of the monthly fee shall be in advance, with the first payment due a month in advance of the commencement of the use of the licensed areas.

Section 5. – Convalt Energy's Duties.

a. Convalt Energy shall be responsible for delineating the licensed properties by means of the existing fencing, portable fencing or marking, and may mark those properties as not accessible to the public. Such delineations shall be approved as to location and type by the City Engineer.

b. Convalt Energy shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Convalt Energy's operations, use, or occupation of the properties, or by or resulting from any act or omission of Convalt Energy, or any of its officers, agents, employees, guests, patrons or invitees.

c. Prior to occupying the properties, Convalt Energy shall provide the City with an insurance certificate clearly reflecting that the City is named as an additional insured on Convalt Energy's policy of commercial general liability insurance containing minimum coverages of \$500,000.00 per person and \$1,000,000.00 per occurrence, with property damage coverage in the sum of \$100,000.00. The property damage coverage shall name the City as loss payee.

d. A Certificate of insurance must further be delivered to the City as a certificate holder indicating that the City is entitled to notice of any cancellation of the insurance contract.

e. Convalt Energy shall not impede the City's ability to maintain the properties, including maintenance of driveways, paths, vegetation, etc.

Section 6. – No Alterations.

No alterations may be made by Convalt Energy to the properties without the prior written consent of the City Engineer, which consent may be withheld for any reason and at the sole discretion of the City.

Section 7. - Termination.

This license may be terminated by the City, for cause, upon Convalt Energy's failure to comply with any of the provisions of this Agreement.

Section 8. - Venue and Applicable Law.

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

Section 9. - Merger and Savings Clause.

This Agreement sets forth the Agreement between the parties and each party acknowledges that there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provision of this Agreement shall not serve to invalidate any other covenant, condition or provision of this Agreement. It being the intent of the parties to preserve so much of the terms of the Agreement as possible.

Section 10. - Notice and Approval.

All notices required to be given under this license shall be in writing and shall be deemed to have been duly given on the date mailed and sent by certified mail, return receipt requested to the City of Watertown: City Manager, 245 Washington Street, Watertown, New York 13601, and Convalt Energy, Inc., 800 Starbuck Avenue, A-15, Watertown, New York 13601.

In witness whereof, the City and Convalt Energy have caused this License to be executed by the parties and is to be effective as of _____, 2022.

CITY OF WATERTOWN, NEW YORK



By: _____
Jeffrey M. Smith, Mayor

CONVALT ENERGY, INC.

By: _____
Hari Achuthan, President and CEO

Exhibit A



 <p>CITY OF WATERTOWN, NEW YORK GIS DEPARTMENT ROOM 305B, MUNICIPAL BUILDING 245 WASHINGTON STREET WATERTOWN, NEW YORK 13601 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov</p>	Drawn By:						Project:	Sewall's Island
	Date: 1/28/2022						Title:	Exhibit A
	Approved By:							
	Date:							
	Scale: 1 inch = 200 feet							
Map Number:								
	Revision:	Description of Revision:		Date:	By:			

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Alteri Pool Restoration Project, Change Order No. 1

At the December 20, 2021 meeting, City Council approved the bid for the Alteri Pool Restoration Project to Sundance Leisure in the amount of \$112,830.76.

Sundance Leisure has now submitted Change Order No. 1 in the amount of \$6,202.23 more to continue work on the project, bringing the final construction cost to \$119,032.99. This change order is to replace two sections of pipe along with two metal elbows that are in very poor condition and also includes adding a waste dump line from the top of the pump to the drain. This addition will help to extend the life of both the sand and valves at the filter location. Funding for this change order will be transferred from the General Fund contingency budget line.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1
for the Alteri Pool Restoration Project,
Sundance Leisure

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at its December 20, 2021 meeting, the City Council approved a bid from Sundance Leisure in the amount of \$112,830.76 for the Alteri Pool Restoration Project, and

WHEREAS it has become necessary to replace two sections of pipe and two metal elbows and to add a waste dump line from the top of the pump to the drain to extend the life of the sand and valves at the filter location, and

WHEREAS Sundance Leisure has now submitted Change Order No. 1 in the amount of \$6,202.23,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 from Sundance Leisure in the amount of \$6,202.23, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$119,032.99, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

Change Order

No. 1

Date of Issuance: 12/20/2021

Effective Date: 02/22/2022

Project: Alteri Pool Restoration	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Sundance Leisure		Engineer's Project No.:

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

Description: This change will replace the two sections of pipe and two metal elbows that are in very bad condition. It also includes adding a waste dump line from the top of the pump to the drain.

This will extend the life of the sand and valves at the filter location.

Attachments: (List documents supporting change): Quote 1, Quote 2

Photos provided

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 112830.76

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ 0

Contract Price prior to this Change Order:

\$ 112830.76

[Increase] [Decrease] of this Change Order:

\$ 6202.23

Contract Price incorporating this Change Order:

\$ 119032.99

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: Meredith Griffin
Engineer (Authorized Signature)

Date: 02/11/2022

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Scott Hutto
Contractor (Authorized Signature)

Date: 02/10/2022

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Sundance Leisure

19281 US Route 11
Watertown, NY 13601

Quote

1

Quote ID: 129913
Customer ID: 11514
Employee ID: SHutton
Quote Expires: 2/19/2022

Location:

City Of Watertown/rec Dept
City Of Watertown/rec Dept
600 William P Field Dr
Municipal Bldg
Watertown, NY 13601

City Of Watertown/rec Dept
City Of Watertown/rec Dept
600 William P Field Dr
Municipal Bldg
Watertown, NY 13601
Home (315) 785-7775
Other (315) 755-6475 Jennifer

Qty	Item	List Price	Unit Price	Total
3	PVC SCH 80 8" STONE FLANGE	\$150.00	\$150.00	\$450.00
4	PVC SCH 80 8" X 90° ELBOW	\$171.93	\$171.93	\$687.72
1	LABOR POOL SERVICE	\$800.00	\$800.00	\$800.00
1	PVC SCH80 GLUE - QUART	\$50.00	\$50.00	\$50.00
1	PVC SCH80 PRIMER - QUART	\$45.00	\$45.00	\$45.00
4	8" RED RUBBER GASKET FOR BUTTERFLY VALVE	\$20.00	\$20.00	\$80.00
1	SERVICE SUPPLIES hanger support	\$75.00	\$75.00	\$75.00
1	PVC 8" SCH80 SLP TEE	\$243.80	\$243.80	\$243.80
1	AME 8" BUTTERFLY VALVE KIT SCHEDULE 80	\$409.99	\$409.99	\$409.99
8	PVC SCH80 8" LENGTH PER FOOT	\$55.00	\$55.00	\$440.00

this quote is to replace the 2 90 elbows and the 3' straight section coming off the return by the stairs. this is to replace the two elbows that are in very bad shape.

Sub Total	\$3,281.51
Taxes	\$0.00
Total	\$3,281.51



Sundance Leisure

19281 US Route 11
Watertown, NY 13601

Quote

2

Quote ID: 130328
Customer ID: 11514
Employee ID: SHutton
Quote Expires: 3/9/2022

Location:

City Of Watertown/rec Dept
City Of Watertown/rec Dept
600 William P Field Dr
Municipal Bldg
Watertown, NY 13601

City Of Watertown/rec Dept
City Of Watertown/rec Dept
600 William P Field Dr
Municipal Bldg
Watertown, NY 13601
Home (315) 785-7775
Other (315) 755-6475 Jennifer

Qty	Item	List Price	Unit Price	Total
3	PVC SCH 80 8" STONE FLANGE	\$150.00	\$150.00	\$450.00
1	PVC SCH 80 8" X 90* ELBOW	\$171.93	\$171.93	\$171.93
1	PVC 8" SCH80 SLP TEE	\$243.80	\$243.80	\$243.80
1	AME 8" BUTTERFLY VALVE KIT SCHEDULE 80	\$409.99	\$409.99	\$409.99
1	SERVICE SUPPLIES	\$75.00	\$75.00	\$75.00
1	8" RED RUBBER GASKET FOR BUTTERFLY VALVE	\$20.00	\$20.00	\$20.00
10	PVC SCH80 8" LENGTH PER FOOT	\$55.00	\$55.00	\$550.00
1	LABOR POOL SERVICE	\$1,000.00	\$1,000.00	\$1,000.00

waste dump line will add a tee and valve above the pump in order to drain the pool without running it through the filter system

Sub Total	\$2,920.72
Taxes	\$0.00
Total	\$2,920.72



Res No. 7

February 15, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2021-22 General Fund Budget – Number of Authorized Fire Department Positions

The Adopted 2021/22 Budget eliminated the Deputy Fire Chief position, added a Captain (Administrative), and subtracted a Firefighter. On December 6, 2021 the City Council amended the budget to add the Deputy Fire Chief. At the same time a Captain position was changed back to a Firefighter.

On January 18th the Council authorized applying for a SAFER grant for 5 Firefighters with the intent that one of them would take the place of the person who is promoted to Captain so that we can continue to have an Administrative Captain. If the Administrative Captain is changed back to a Firefighter now, as contemplated in the December 6 resolution, the base number of frontline personnel that will have to be maintained during the grant period will increase by one and the Administrative Captain can then only be added by increasing the total number of personnel by six.

A resolution amending the budget to have 18 Captains and 46 Firefighters like it was prior to December 6th has been prepared for Council consideration. If we do not receive the SAFER grant then this can be reversed.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2021-22 General
Fund Budget to Restate the Number of
Authorized Fire Department Positions

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on May 24, 2021 the City Council passed a resolution adopting the Budget for Fiscal Year 2021-22, of which \$46,539,384 was appropriated for the General Fund, and

WHEREAS the City Council on December 6, 2021 added the position of Deputy Fire Chief, eliminated one Fire Captain and added one Firefighter position in the Fiscal Year 2021-22 General Fund Budget, and

WHEREAS City Council desires to add back one Captain to have seventeen Fire Captains on the line and one Administrative Fire Captain resulting in eighteen Fire Captain positions, and

WHEREAS City Council desires to reduce one Firefighter position resulting in forty-six Firefighter positions,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2021-22 to add one Fire Captain position and eliminate one Firefighter position in the Fire Department effective immediately.

Seconded by

Res No. 8

February 22, 2022

To: The Honorable Mayor and City Council

From: Michael Delaney, City Engineer

Subject: Alex T. Duffy Fairgrounds Grandstand Steel Repair Project,
Professional Engineering Services

Attached is a Professional Service Agreement between Bernier Carr and Associates and the City of Watertown for the project stated above.

This Professional Service Agreement will include Professional Engineering Services inclusive of complete Architectural and Design Development as outlined and detailed in the attached exhibit A.

Bernier Carr and Associates would be functioning as the Owner's representative and would be responsible for Final Bid Documents, Project Management, Hazardous Material Survey, Bid Phase Support, Submittal Review and Approval, and On-Site Construction Meetings as outlined in Exhibit A.

This project is proposed in the capital budget for 2022-2023 in the amount of \$300,000. To fund this design phase, City Council must consider re-adopting the Fiscal Year 2021-22 General Fund budget to transfer funds from the contingency line item to cover the cost of the Agreement.

Attached for Council consideration is a resolution approving the Agreement with Bernier Carr and Associates.

RESOLUTION

Page 1 of 1

Approving Agreement for Professional
Services for Alex T. Duffy Fairgrounds
Grandstand Steel Repair Project,
Bernier Carr & Associates P.C.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown wishes to improve the Alex T. Duffy Fairgrounds Grandstands, and

WHEREAS Bernier, Carr & Associates P.C. has submitted an Agreement for Professional Services for Engineering, Architectural and Design Development as outlined and detailed in the attached Exhibit A in the amount of \$28,960,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Services, a copy of which is attached and made part of this resolution, submitted by Bernier, Carr & Associates P.C. in the amount of \$28,960 for the Alex T. Duffy Fairgrounds Grandstand Steel Project, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to sign the Agreement on behalf of the City of Watertown.

Seconded by

Alex T. Duffy Fairgrounds Grandstand Steel Repair Project

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of February, 2022, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and Bernier Carr and Associates, Engineers, Architects and Land Surveyors, P.C. (BCA), a New York professional corporation with principal offices located at 327 Mullin Street Watertown, New York 13601 (“Engineer”).

RECITALS

WHEREAS, on January 11, 2022, the City requested a proposal from BCA, along with a scope of work to provide Professional Engineering services in connection with the Alex T. Duffy Fairgrounds Grandstand Steel Repair Project; and

WHEREAS, BCA responded with a proposal and scope of work in a letter addressed To the City Engineering Department, dated January 28, 2022, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and BCA desire to enter into an Agreement for the provision Of the Professional Services outlined in BCA's Proposal dated January 26, 2022.

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the Alex T. Duffy Fairgrounds Grandstand Steel Repair Project is as set forth in the proposal dated January 26, 2022, a copy of which is attached as Exhibit "A.", for a Not to Exceed Fee of **\$28,960.00.**

Services will consist of Professional Engineering Services to include complete Architectural and Engineering Design Development thru Final Bid Documents, Project Management, Hazardous Material Survey inclusive of Samples and Test Reports, Cost Estimating, Bid Phase Support inclusive of Addendums, RFI responses, Awards, Submittal Review and Approval, Change Orders, and On-Site Construction Meetings for the Alex T. Duffy Fairgrounds Grandstand Steel Repair Project, and as detailed in the attached Exhibit "A."

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer's employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "A", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

3. City to Provide File Documents.

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

4. City Property.

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision.

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by **April 22, 2022** as related to Design Development thru Final Bid Documents and Hazardous Material Survey inclusive of Samples and Test Reports as detailed in Exhibit "A".

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

8. Notices.

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

To the Engineer: BCA
Travis C. Overton, A.I.A.
327 Mullin Street
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this _____ day of February 2022.

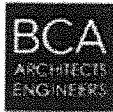
CITY OF WATERTOWN

By: _____
Kenneth A. Mix
City Manager

BCA

By: _____
Travis C. Overton, A.I.A.
Principal

EXHIBIT “A”
FEE PROPOSAL AND SCOPE OF SERVICES



BCA ARCHITECTS & ENGINEERS

CONSULTANT FEE BREAKDOWN

Project No.: **2022-010**

Project Description: (Project Title, Facility Name and Address) Grandstand Steel Repair City of Watertown 245 Washington Street Watertown, NY 13601		Consultant Name and Address: BCA Architects & Engineers 327 Mullin Street Watertown, NY 13601																																																																																																																																																	
Contract No.: NA		Work Order No.: NA	Consultant's Report Date: (if available) NA																																																																																																																																																
Prepared by: Travis C. Overton, AIA		Title: Principal	Signature:																																																																																																																																																
<div>LS = <u>Lump Sum</u> NTE = <u>Not To Exceed</u></div> <table><thead><tr><th>Phase(s) / Service(s) Requested</th><th>Original Fee</th><th>Mod. #1</th><th>Mod. #2</th><th>Mod. #3</th><th>Mod. #4</th><th>Total Fee</th><th>Fee Type(s)</th></tr></thead><tbody><tr><td>Program Phase</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>Schematic Phase</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>35% Design Documents Phase</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>Design Development Phase</td><td>\$10,395</td><td></td><td></td><td></td><td></td><td>\$10,395</td><td><input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>60% Design Documents</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>80% Design Documents Phase</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>100% Design Documents Phase</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>Final / Bid Documents Phase</td><td>\$10,395</td><td></td><td></td><td></td><td></td><td>\$10,395</td><td><input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>Bid / Award Phase</td><td>\$1,690</td><td></td><td></td><td></td><td></td><td>\$1,690</td><td><input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td colspan="8">Construction Phase:</td></tr><tr><td>Shop Drawings, RFI's / IBs, Change Order</td><td>\$5,480</td><td></td><td></td><td></td><td></td><td>\$5,480</td><td><input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>As-Built</td><td></td><td></td><td></td><td></td><td></td><td></td><td><input type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>On-Site Meetings</td><td>\$1,000</td><td></td><td></td><td></td><td></td><td>\$1,000</td><td><input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE</td></tr><tr><td>No. of Meetings:</td><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Unit Price:</td><td>\$250</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="8">per person/per mtg. as directed by OGS (includes all expenses and travel)</td></tr><tr><td>Totals</td><td>\$28,960</td><td></td><td></td><td></td><td></td><td>\$28,960</td><td></td></tr></tbody></table>				Phase(s) / Service(s) Requested	Original Fee	Mod. #1	Mod. #2	Mod. #3	Mod. #4	Total Fee	Fee Type(s)	Program Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE	Schematic Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE	35% Design Documents Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE	Design Development Phase	\$10,395					\$10,395	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE	60% Design Documents							<input type="checkbox"/> LS <input type="checkbox"/> NTE	80% Design Documents Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE	100% Design Documents Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE	Final / Bid Documents Phase	\$10,395					\$10,395	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE	Bid / Award Phase	\$1,690					\$1,690	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE	Construction Phase:								Shop Drawings, RFI's / IBs, Change Order	\$5,480					\$5,480	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE	As-Built							<input type="checkbox"/> LS <input type="checkbox"/> NTE	On-Site Meetings	\$1,000					\$1,000	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE	No. of Meetings:	4							Unit Price:	\$250							per person/per mtg. as directed by OGS (includes all expenses and travel)								Totals	\$28,960					\$28,960	
Phase(s) / Service(s) Requested	Original Fee	Mod. #1	Mod. #2	Mod. #3	Mod. #4	Total Fee	Fee Type(s)																																																																																																																																												
Program Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
Schematic Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
35% Design Documents Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
Design Development Phase	\$10,395					\$10,395	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
60% Design Documents							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
80% Design Documents Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
100% Design Documents Phase							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
Final / Bid Documents Phase	\$10,395					\$10,395	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
Bid / Award Phase	\$1,690					\$1,690	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
Construction Phase:																																																																																																																																																			
Shop Drawings, RFI's / IBs, Change Order	\$5,480					\$5,480	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
As-Built							<input type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
On-Site Meetings	\$1,000					\$1,000	<input checked="" type="checkbox"/> LS <input type="checkbox"/> NTE																																																																																																																																												
No. of Meetings:	4																																																																																																																																																		
Unit Price:	\$250																																																																																																																																																		
per person/per mtg. as directed by OGS (includes all expenses and travel)																																																																																																																																																			
Totals	\$28,960					\$28,960																																																																																																																																													



Project No. **2022-010**

Project Description: <i>(Project Title, Facility Name and Address)</i> Grandstand Steel Repair City of Watertown 245 Washington Street Watertown, NY 13601	Consultant Name and Address: BCA Architects & Engineers 327 Mullin Street Watertown, NY 13601	Date: 2022.01.26 Phase: Design thru Bid Docs Agency: City of Watertown Prepared By: Travis C. Overton, AIA
---	---	--

Task Description	Employee Hours per Task							
	Employee Title	Architectural Designer	Architectural Designer	Structural Engineer				Total Hours
Design Development thru Final Bid Docs								
Project Management	24.00							24.00
Field Work, Exist Conditions Documentation	8.00	8.00						16.00
Exist Conditions Documentation, CADD Setup		16.00						16.00
Structural Design - Steel Repair			12.00					12.00
Two (2) Owner Meetings	2.00		2.00					4.00
Final Bid Dwgs, Drafting, Detailing	16.00	40.00						56.00
Specifications	16.00		2.00					18.00
Cost Estimating	12.00		2.00					14.00
Haz Mat Abatement DESIGN - Not in Contract Unknown at this time. Add Service if haz mat identified in Work Area.								
Total Employee Hours	78.00	64.00	18.00					160.00
x Hourly Rate	\$105.00	\$105.00	\$160.00					
Total Direct Cost	\$8,190.00	\$6,720.00	\$2,880.00					\$17,790.00
x Multiplier								1
Total Personnel Days	20	Total Consultant Labor						\$17,790.00

Reimbursable Expenses: *(when required)*

Reimbursable Expenses (When Applicable)		No.	Contract Rate	
Mileage:	Estimate miles at Contract rate <i>(over 35 miles one way)</i> .		miles @	
Lodging:	At Contract per diem rates <i>for the location of the facility</i> .		night(s) @	
Meals:	At Contract per diem rates <i>for the location of the facility</i> .		overnight(s) @	
Other Allowable Expenses: Identify expenses below.				
A.	Paradigm Environmental - Asbesots, Lead, PCB Inspection, Testing, and Report (Not to Exceed)			\$3,000.00
B.				
C.				
Total Reimbursable Expenses				\$3,000.00
Total Fee				\$20,790.00

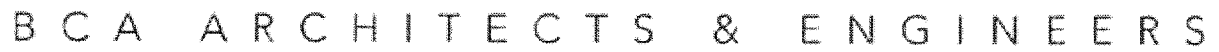


Project No. **2022-010**

Project Description: <i>(Project Title, Facility Name and Address)</i> Grandstand Steel Repair City of Watertown 245 Washington Street Watertown, NY 13601	Consultant Name and Address: BCA Architects & Engineers 327 Mullin Street Watertown, NY 13601	Date: 2022.01.26 Phase: Bid Phase Agency: City of Watertown Prepared By: Travis C. Overton, AIA
---	---	---

[illegible]**Reimbursable Expenses:** *(when required)*

No.		Contract Rate	
Mileage:	Estimate miles at Contract rate <i>(over 35 miles one way)</i> .		miles @
Lodging:	At Contract per diem rates <i>for the location of the facility</i> .		night(s) @
Meals:	At Contract per diem rates <i>for the location of the facility</i> .		overnight(s) @
Other Allowable Expenses: Identify expenses below.			
A.			
B.			
C.			
Total Reimbursable Expenses			
Total Fee			
\$1,690.00			

Project No. **2022-010**

Project Description: <i>(Project Title, Facility Name and Address)</i>	Consultant Name and Address:	Date: 2022.01.26
Grandstand Steel Repair	BCA Architects & Engineers	Phase: Construction
City of Watertown	327 Mullin Street	Agency: City of Watertown
245 Washington Street	Watertown, NY 13601	Prepared By:
Watertown, NY 13601		Travis C. Overton, AIA

[illegible]**Reimbursable Expenses:** *(when required)*

No.		Contract Rate	
Mileage:	Estimate miles at Contract rate <i>(over 35 miles one way)</i> .		miles @
Lodging:	At Contract per diem rates <i>for the location of the facility</i> .		night(s) @
Meals:	At Contract per diem rates <i>for the location of the facility</i> .		overnight(s) @
Other Allowable Expenses: Identify expenses below.			
A.	Construction Phase Site Visits: Four (4) @ \$250 per Person per Visit		\$1,000.00
B.			
C.			
Total Reimbursable Expenses			\$1,000.00
Total Fee			\$6,480.00

Res No. 9

February 15, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2021-22 General Fund Budget – Fairgrounds
Grandstand Steel Repair Project

Earlier tonight City Council was presented with a resolution to enter into an agreement for professional services with Bernier Carr and Associates for the Fairgrounds Grandstand steel repairs.

If the resolution was approved, City Council needs to also consider re-adopting the Fiscal Year 2021-22 General Fund budget to transfer funds from the contingency line item to cover the cost of the agreement.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2021-22 General
Fund Budget – Fairgrounds Grandstand
Steel Repair Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on May 24, 2021, the City Council passed a resolution adopting the Budget for Fiscal Year 2021-22, of which \$46,539,384 was appropriated for the General Fund, and

WHEREAS there is a desire to commence the engineering services related to a Fairgrounds Grandstand steel repair project, and

WHEREAS City Council was presented with an agreement for professional services from Bernier Carr and Associates in the amount of \$28,960 for said project, and

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby makes the following adjustments in the re-adopted General Fund Budget:

GENERAL FUND

Appropriated Fund Balance:

A.1990.0430	Contingency	(\$ 28,960)
-------------	-------------	-------------

Expenditures:

A.7140.0430	Athletic Facilities Maintenance - Contracted Services	\$ 28,960
-------------	---	-----------

Total Expenditures		<u>\$ -0-</u>
--------------------	--	---------------

Seconded by

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Agreement for Professional Services for the Flynn Pool and Bathhouse Facility Assessment and Feasibility Study, C&S Companies

On January 18, 2022, the City Council amended the Budget to include \$750,000 for the rehabilitation of the Flynn Pool. It was also decided at that meeting to start with a preliminary engineering assessment that would look at two alternatives: a rehabilitation that meets regulations and gives an additional lifespan of at least 10 years, and a complete rebuild of the facility.

A proposal was requested and received from C&S Companies regarding the evaluation and feasibility study. The attached Agreement for Professional Services outlines the scope of services to be performed in order to determine a probable cost opinion for the two alternatives. C&S is proposing to complete the services for \$13,850.

A resolution approving this Agreement for Professional Services has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Professional Services for Flynn Pool and Bathhouse Facility Assessment and Feasibility Study, C&S Companies

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council desires to rehabilitate or reconstruct the William J. Flynn Pool, and

WHEREAS an engineering assessment is needed to determine whether a rehabilitation or new construction should be undertaken, and

WHEREAS a proposal was requested and received from C&S Companies to complete the assessment at a cost of \$13,850,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Services from C&S Companies in the amount of \$13,850, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to sign the Agreement on behalf of the City of Watertown.

Seconded by

Flynn Pool Facility Assessment and Feasibility Study

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this 22 day of February, 2022, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and C&S Companies (C&S), a New York professional corporation with principal offices located at 200 Washington Street Suite 402B, Watertown, New York 13601 (“Engineer”).

RECITALS

WHEREAS, on February 1, 2022, the City requested a proposal from C&S, along with a scope of work to provide a Professional Evaluation and Feasibility Study on the Flynn Pool and Bathhouse; and

WHEREAS, C&S responded with a proposal and scope of work in a letter addressed To the City Engineer, dated February 10, 2022, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and C&S desire to enter into an Agreement for the provision Of the professional services outlined in C&S' Proposal dated February 10, 2022.

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the Professional Evaluation and Feasibility Study on the Flynn Pool and Bathhouse is as set forth in the proposal dated February 10, 2022, a copy of which is attached as Exhibit "A.", for a Not to Exceed Fee of \$13,850.00.

Services will consist of a Professional Evaluation and Feasibility Study of the Flynn Pool and Bathhouse, including on site visual observation and evaluation of existing conditions and reviewing existing site and building plans, sizing a new filtration and disinfection system, discussion of a concept level plan for the two alternatives (repairing any major defects and provide improvements to allow for the existing facility to operate or demolish the existing pool and bathhouse and constructing a new facility) considered for the Flynn Pool and Bathhouse and preparing an opinion of probable cost for both alternatives. C&S will also create a set of deliverables for the City of Watertown. Details of this can be seen in the attached Exhibit "A."

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer's employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "A", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall

provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

3. City to Provide File Documents.

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

4. City Property.

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision.

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by July 31, 2022.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

8. Notices.

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

To the Engineer: C&S Companies
Patrick Currier, RA
200 Washington Street Suite 402B
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this 22 day of February, 2022.

CITY OF WATERTOWN

By: _____
Kenneth A. Mix
City Manager

C&S Companies

By: _____
Patrick Currier, RA
Managing Architect

EXHIBIT “A”

FEE PROPOSAL AND SCOPE OF SERVICES

The attachment on the next page displays the proposal from C&S Companies including their scope of services and the deliverables they will create for the City of Watertown upon completion of their evaluation and feasibility study.



C&S Companies
200 Washington St. Suite 402B
Watertown, NY 13601
p: (315) 455-2000
www.cscos.com

February 10, 2022

Mr. Michael Delaney, P.E., City Engineer
City of Watertown
245 Washington Street
Watertown, NY 13601

RE: Facility Assessment and Feasibility Study
William J. Flynn Municipal Swimming Pool

File: V26.MKT

Dear Michael,

C&S Engineers Inc. is pleased to present our proposal to perform Architectural / Engineering services for the above project.

It is our understanding that the building and pool are approximately 4,200 square feet and 5,500 square foot, respectively, and constructed circa 1980. The building consists of concrete masonry units and brick veneer with pre-cast concrete roof deck. The pool appears to be constructed of cast in place shotcrete with a marsonite masonry liner.

It is our understanding that the City Council would like to have an evaluation done of the existing Flynn Pool and Bathhouse as well as a feasibility study outlining the options for renovation and reconstruction.

We understand that the City would like to develop two Alternatives. The first alternative will propose to repair any major architectural, structural, electrical, plumbing and HVAC defects and provide enough improvements to allow the existing facility to operate in compliance with the NYS Department of Health Part 6 code. The pool will be relined and revised to provide a new top-of-wall and gutter system. It is our understanding that the council would expect a minimum of a 10 year useful life as part of the scope to renovate.

The second alternative will propose to demolish the existing pool and bath house and construct an entirely new facility.

As part of our finely structured team, we have included Trophy Point Construction Services and Consulting to provide a Rough Order of Magnitude (ROM) estimate for each option.

This proposal is based upon recent conversations, my site visit with our engineer and our experience with similar projects.

Scope of Services

1. Review existing site plans and building plans (provided by owner).
2. On site visual observation of existing conditions including but not limited to the pool, deck, walkways, stairs, railings, ramps, structure and building envelope.
3. Interview of building users to discover any recurring issues needing to be addressed.
4. Evaluate all applicable codes, rules and regulations including NYS Building Code, ANSI 117.1 and Americans w/ Disabilities Act (ADA), Department of Health (DOH) and the Americans with Disabilities Act (ADA).
5. Evaluate the overall pool facility for compliance with NYS Department of Health Title 10 Part 6 requirements.
6. Size a new filtration and disinfection system in accordance with NYS Department of Health Title 10 Part 6 requirements.
7. Discuss a concept level plan for the structural repair of the existing swimming pool shell and the existing surge tank.
8. Discuss a concept level plan for the replacement of the top portion of the pool walls with a new gutter system and the relining of the pool interior with quartzite masonry.
9. Discuss a concept level plan for the demolition of the existing facilities and the construction of a new bath house and pool.
10. Prepare an opinion of probable cost for both Alternatives as described above.

Exclusions

1. Hazardous material testing.
2. Destructive testing.
3. Design Services.
4. Entry into the pool or surge tank for structural evaluation.

Deliverables

1. Written report including:
 - a. Description of existing conditions
 - b. Description of compliance / deficiency issues.
 - c. Scope and opinion of probable cost to restore the pool and bathhouse.

- d. Scope and opinion of probable cost to demolish and reconstruct both the bathhouse and the pool.
- e. Plan view of the site, depicting parking areas, sidewalks and structures.

Fees


We propose to offer these engineering services for the scope of work as outlined above for lump sum fees of **\$13,850**. These amounts may require modifications if the Scope of Services changes or additional work is requested. However, we will not bill you in excess of these amounts without prior authorization.

If this proposal, together with its governing terms and conditions, description of services to be rendered, and fees set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return one copy to the undersigned. Your signature below will serve as notice to proceed and constitute acceptance of this proposal.

If you have any questions regarding this proposal or require additional information, please do not hesitate to contact me.

Sincerely,

C&S ENGINEERS, INC.



Patrick Currier, RA
Managing Architect

Cc: Ronald Jackson, P.E.

Accept this _____ day of _____, 2022

By: _____
City of Watertown
(Authorized Representative)

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Application Through Federal Emergency Management Agency's Fire Prevention and Safety Program

At the February 7, 2022 meeting, City Council verbally authorized Chief Timerman to submit a grant application through the Federal Emergency Management Agency's Fire Prevention and Safety Program for an amount not to exceed \$50,000 with a local match not to exceed \$2,500.

Chief Timerman was further verbally authorized to use the funds, if awarded, for a digital sign to be installed in front of the Emma Flower Taylor Fire Station. The window for application closes on February 18, 2022.

A resolution codifying this authorization has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Application Through Federal
Emergency Management Agency's Fire
Prevention and Safety Program

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the Federal Emergency Management Agency's Fire Prevention and Safety Program is accepting applications in support of projects that enhance the safety of the public and firefigths from fire and related hazards, and

WHEREAS the City of Watertown Fire Department wishes to prepare an application that meets the intended purpose of this grant, and

WHEREAS the application is for an amount not to exceed \$50,000 and requires a local match of 5% or an amount not to exceed \$2,500, and

WHEREAS the application window is from January 18 to February 18, 2022,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application for the funding of an amount not to exceed \$50,000 to the Federal Emergency Management Agency's Fire Prevention and Safety Program, and

BE IT FURTHER RESOLVED that the funds will be used to purchase a digital sign in front of the Flower Taylor Fire Station on Massey Street to display fire prevention messages, and

BE IT FURTHER RESOLVED that Fire Chief Matthew Timerman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

Seconded by



CITY OF WATERTOWN FIRE DEPARTMENT

224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821



To: City Manager Mix
CC: City Council
From: Chief Timerman
Date: February 7, 2022
Re: Funding Opportunity

Manager Mix and Council,

I'd like to bring to your attention a possible funding opportunity through the Federal Emergency Management Agency's Fire Prevention and Safety Program (FP&S). This is the third and final FEMA grant from Fiscal Year 2021. The Fire Prevention and Safety Grants are part of the Assistance to Firefighters Grants and support projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is to reduce injury and prevent death among high-risk populations. This grant covers 95% of expenses, with a local match of 5%. The window for application opened on Tuesday, January 18th and closes on Friday, February 18th. I apologize for the very last-minute notice on this grant. We have been focused on the SAFER application through Friday, and I thought we had an extra council meeting prior to the 18th.

We would like to submit a grant application for a sign in front of the Emma Flower Taylor Fire Station on Massey Street to display fire prevention messages. The support structure would be constructed of stone and would have a 3-foot tall by 6-foot wide LED display on each side. Please see the attached pictures to get an idea what the sign might look like. The sign's primary purpose is to serve as an outlet for our fire prevention / risk reduction messages. A secondary purpose would be to provide a more professional and formal appearance to the station. The proposed budget for this project is not to exceed \$50,000. This leaves the local match not to exceed \$2,500.

While there are many fire prevention and community risk-reduction projects we would like to have the grant fund, we are very limited in time. This sign proposal would tie in nicely to our future community outreach programs while being simple and straightforward enough that we could meet the short timeline. While a council resolution is not technically required for the application, I am required to attest that I have the proper authorization to submit the proposal. For my purposes, a letter from the manager instructing me to proceed would suffice for the time being.

Matthew Timerman
Fire Chief



CITY OF WATERTOWN FIRE DEPARTMENT

224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821



February 15, 2022

To: The Honorable Mayor and City Council

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

Subject: Site Plan Approval for the Construction of a 567 Square-Foot (SF) Building Addition, and a 3,100 SF Driveway and Parking Lot at 325 Stone Street, Parcel Number 10-04-122.100

Matthew Morgia, P.E. of Aubertine & Currier, on behalf of Transitional Living Services of Northern New York, has submitted a request for the above subject Site Plan Approval.

The City of Watertown Planning Board reviewed the request at its meeting held on February 1, 2022 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from the Planning Board meeting minutes.

The original Staff Report prepared for the Planning Board, the Site Plan application, original drawings, and other related materials were all previously sent to Council as part of the February Planning Board agenda packages. The complete application package is also available in the online version of the City Council agenda. A full-sized copy of the site plan will also be on display in the City Council Chamber.

The applicant has completed Part 1 of the SEQR Short Environmental Assessment Form (EAF). The City Council must complete Part 2, and Part 3 if necessary, of the Short EAF before it may vote on the resolution.

The resolution prepared for City Council consideration approves the site plan submitted to the City Planning Department on January 19, 2022, with the conditions listed in the resolution.

RESOLUTION

Page 1 of 2

Site Plan Approval for the Construction of a 567 Square-Foot (SF) Building Addition, and a 3,100 SF Driveway and Parking Lot at 325 Stone Street, Parcel Number 10-04-122.100

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS Matthew Morgia, P.E. of Aubertine & Currier, on behalf of Transitional Living Services of Northern New York, has applied for Site Plan Approval for the construction of a 567 square-foot (SF) building addition, a 3,100 SF driveway and parking lot and related site improvements at 325 Stone Street, Parcel Number 10-04-122.100, and

WHEREAS the City of Watertown Planning Board reviewed the site plan at its meeting held on February 1, 2022, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant must obtain, minimally, the following permits prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit and Zoning Compliance Certificate.
2. The applicant must ensure that the reconstruction of the front porch does not expand beyond the existing footprint.
3. The applicant must submit a landscaping plan that depicts landscaping on the site as required by the Landscaping and Buffer Guidelines.
4. The applicant must address the stormwater and drainage questions in the Utilities and Hydrology section of the staff report.

And,

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

RESOLUTION

Page 2 of 2

Site Plan Approval for the Construction of a 567 Square-Foot (SF) Building Addition, and a 3,100 SF Driveway and Parking Lot at 325 Stone Street, Parcel Number 10-04-122.100

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

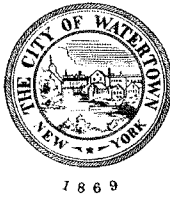
YEA	NAY

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

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

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Matthew Morgia, P.E. of Aubertine & Currier, on behalf of Transitional Living Services of Northern New York, for the construction of a 567 square-foot (SF) building addition, a 3,100 SF driveway and parking lot and related site improvements at 325 Stone Street, Parcel Number 10-04-122.100, as depicted on the site plan submitted to the City Planning and Community Development Department on January 19, 2022, contingent upon the applicant meeting the conditions listed above.

Seconded by:



CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD
ROOM 305, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7741

MEETING: February 1, 2022

PRESENT:

Larry Coburn, Planning Board Chair
Michelle Capone
Neil Katzman
T.J. Babcock

ALSO:

Michael A. Lumbis, Planning and
Community Development Director
Jennifer Voss, Senior Planner
Leta Harp, Secretary

ABSENT:

Linda Fields
Michael Pierce

Planning Board Chair, Larry Coburn, called the February 1, 2022, Planning Board meeting to order at 3:00 p.m. Mr. Coburn then asked for a motion regarding the Minutes from the December 7, 2021, Planning Board Meeting.

Mr. Katzman made a motion to approve the minutes as written, Mr. Babcock seconded the motion, and all voted in favor.

SITE PLAN APPROVAL – 325 STONE STREET PARCEL NUMBER 10-04-122.100

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of Transitional Living Services of Northern New York (TLS) for the construction of a 567 square-foot (SF) building addition, a 3,100 SF driveway and parking lot and related site improvements at 325 Stone Street, Parcel Number 10-04-122.00.

Chris Todd, EIT, Civil & Site Designer & Inspector of Aubertine and Currier, PLLC was present to represent the project. He began by saying the current property located at 325 Stone Street was Zoned Residence C, and their proposal was to renovate an existing two-story house, build a 21' x 27' addition on the rear portion of the house, and reconstruct the entire front porch. He said that Transitional Living Services (TLS) of Northern New York uses the existing house for boarding individuals to assist with their care. The renovation would make this a four-bedroom house and office space for TLS personnel to assist with their care and services.

He then said the house had an existing shared driveway with the adjacent property to the East, and a small one-car asphalt driveway to the west. He said that they are proposing to enlarge the driveway on the west side and that there would be three parking spaces in the rear with two

parallel parking spaces along the driveway. He said there would be a door on the west side of the building addition in the rear, with a concrete staircase and ADA accessible ramp down to the rear parking.

He said they would use the existing utilities that are at the house currently. He said after further discussion with TLS, they have decided to add a 6' stockade fence along the west and rear property lines for privacy of the residents. He said this was not initially shown on the site plan.

Mr. Coburn asked Mr. Todd to address the utilities and hydrology section of Staff's Memorandum and summarize the net difference of impervious area regarding pre and post development of the project.

Mr. Todd said he had spoken to the City Engineer, Michael Delaney, earlier in the week. He then handed a letter to the Board members that contained responses to each item listed for recommendation on Staff's Memorandum. He then said he had sent an email to Mr. Delaney regarding a minor calculation error and would be following up with him as well. He said there would be a small amount of additional asphalt on this project. He said regarding the hydrology there would be about 3,600 SF of new impervious area. He said the storm water run-off basically went from 0.2 cubic feet per second (CFS) to 0.3 CFS.

Mr. Coburn asked how much additional impervious surface the project would create, and Mr. Todd said 3,660 SF.

Mr. Coburn then asked Mr. Todd to explain the discrepancy in the developed time of concentration. Mr. Todd said he reexamined the calculations, regarding post development and found an error in the amount of surface the water was traveling across. He said they resubmitted preliminary corrections to Mr. Delaney but will be resubmitting the correct numbers officially to the City.

Mr. Coburn then asked about the landscaping plan. Mr. Todd showed the initial landscape plan and said they would be resubmitting it. He said the City landscaping guidelines required one large deciduous tree for every 40 LF of lot frontage or one small deciduous tree every 20 LF. He pointed out the 66' of frontage and stated they would meet guidelines by either providing two large or three small maturing trees. He said they were trying to fit a small tree in the northwest corner, but because of overhead utilities that was not a good location for them to grow.

Mr. Todd said there were also requirements regarding landscaping around parking areas. He said there is currently 140 LF of proposed parking areas which requires a certain number of trees. He noted however that the guidelines offer an incentive to plant fewer trees if existing trees are preserved. He said that they are proposing to save an 8" and 12" maple tree as part of the proposal, which would give them enough tree credits so that they would not have to plant any additional trees around the parking area. Mr. Coburn said Mr. Todd needed to provide Staff with the proposed landscaping plan including a species list for their approval. Mr. Todd said they planned to provide that information when resubmitting the landscaping plan.

Ms. Capone asked if the final plans would also include the 6' stockade fence. Mr. Todd responded in the affirmative.

Mr. Coburn continued by asking if the reconstructed front porch would have identical dimensions to the current porch. Mr. Todd responded that he would verify with the architect that the porch was measured properly and that the dimensions were no more than the existing porch. Mr. Todd said it was currently 6.5' long x 21' wide, and the current drawing showed a difference of 2-3 inches in the rebuild, but Mr. Todd reassured the Board it would be built to the exact footprint of the current porch.

Mr. Katzman asked what the timeline of the project would be. Mr. Todd said they planned on the project going to bid in the spring and starting during the summer construction season of 2022. Ms. Maureen Cean, Executive Director of TLS, was also present at the meeting and she responded to the affirmative for this timeline.

Ms. Voss said this Site Plan Approval still needed to go to City Council for approval and that their next meeting would be February 22, 2022.

Ms. Capone made a motion to recommend that the City Council approve the Site Plan Approval request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of Transitional Living Services of Northern New York for the construction of a 567 square-foot (SF) building addition, a 3,100 SF driveway and parking lot and related site improvements at 325 Stone Street, Parcel Number 10-04-122.100, contingent upon the following:

1. The applicant must obtain, minimally, the following permits prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit and Zoning Compliance Certificate.
2. The applicant must ensure that the reconstruction of the front porch does not expand beyond the existing footprint.
3. The applicant must submit a landscaping plan that depicts landscaping on the site as required by the Landscaping and Buffer Guidelines.
4. The applicant must address the stormwater and drainage questions in the Utilities and Hydrology section in the staff report.

Mr. Babcock seconded the motion, all voted in favor.

Mr. Katzman then moved to adjourn the meeting. Mr. Babcock seconded the motion, and all voted in favor. The meeting was adjourned at 3:14 p.m.

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

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

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

 Name of Lead Agency

 Date

 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Short Environmental Assessment Form

Part 1 - Project Information


Instructions for Completing

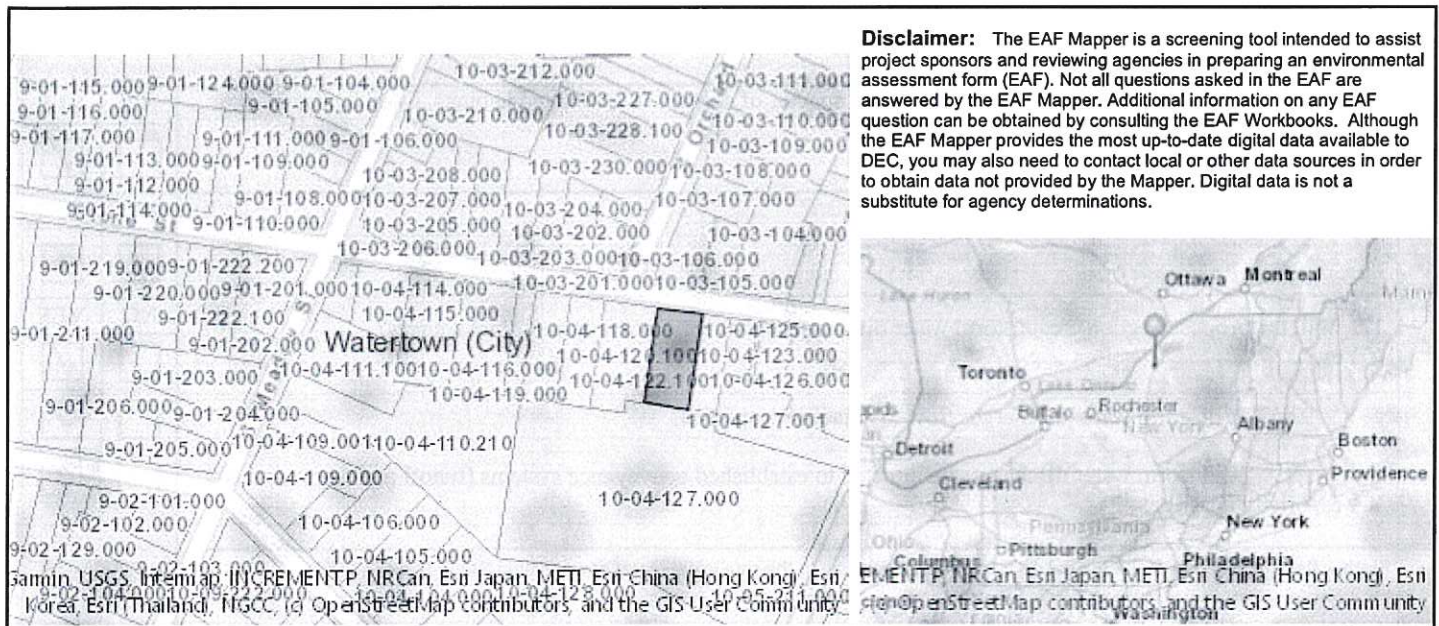
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Project: Crisis Care Center Sponsor: Transitional Living Services of Northern New York			
Name of Action or Project: Crisis Care Center (Boardinghouse, ≤ 4 bedrooms as a single housekeeping unit)			
Project Location (describe, and attach a location map): 325 Stone St, Watertown, NY 13601; Approximately 50 feet southeast of S Orchard St/ Stone St intersection on south side of Stone Street			
Brief Description of Proposed Action: The project consists of the renovation of a 567 sf 2-story home and construction of a 567 sf 2-story building addition to the rear (south side) of the existing home and associated site improvements. The Crisis Care Center residence consisting of ≤ 4 bedrooms with a single housekeeping unit. Site improvements include the construction of an asphalt entrance drive and parking area along the western portion of the property, a new west entrance with concrete ramp and stairs. The proposed building addition will connect to the existing building's utilities therefore no new utility services are required for the project.			
Name of Applicant or Sponsor: Transitional Living Services of Northern New York; Maureen Cean, Executive Director		Telephone: (315) 782-1777, ext. 1020 E-Mail: mcean@tlnny.com	
Address: 482 Black River Parkway			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Office of Mental Health		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.22 acres b. Total acreage to be physically disturbed? _____ 0.17 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.22 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			




5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

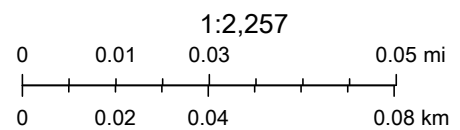
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stormwater runoff will continue to flow northwest and discharge to the municipal storm sewer within Stone Street.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Transitional Living Services of Northern New York; Attn: Maureen Cean</u> Date: <u>11/18/2022</u> Signature: <u></u> Title: <u>Executive Director</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

[illegible]

 Black River
 City Boundary
 Parcels
 ROADS



Web AppBuilder for ArcGIS
New York State, Maxar, Microsoft |



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601
PHONE: 315-785-7741 – FAX: 315-785-7829

TO: Planning Board Members

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

SUBJECT: Site Plan Approval – 325 Stone Street

DATE: January 27, 2022

Request: Site Plan Approval for the construction of a 567 square-foot (SF) building addition, a 3,100 SF driveway and parking lot and related site improvements at 325 Stone Street, Parcel Number 10-04-122.100

Applicant: Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of Transitional Living Services of Northern New York

Proposed Use: Boardinghouse

Property Owners: Transitional Living Services of Northern New York

Submitted:

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

SEQRA: Unlisted

Jefferson County 239-m Review: No

Zoning Information:

District: Residence C	Maximum Lot Coverage: 40%
Setback Requirements: F: 20', S: 5', R: 25'	Buffer Zones Required: No

Project Overview: The applicant proposes to renovate the existing 2-story home at 325 Stone Street and construct a 567 square foot building addition to the rear. Site improvements include the construction of an asphalt entrance drive and parking area along the western portion of the property and a new west entrance with concrete ramp and stairs.

The residence will be used as a Crisis Care Center, consisting of 4 bedrooms within the single housekeeping unit, consistent with the definition of a boarding house.

The project location, 325 Stone St., is currently a site in the New York State Office of Mental Health (OMH) Licensed Apartment Treatment program operated by North Country Transitional Living Services (TLS). Since 2008, it has been used as a residence for up to three individuals with serious and persistent mental illness who need assistance to live successfully in the community, but do not need 24-hour supervision. The proposed renovation to the structure will add a fourth bedroom, some office/meeting space and completely update the entire building. When there is a guest in the residence, it will be staffed 24/7. When there are no guests in residence, the residence will be available via an on-call system. Just like other TLS community residences, this facility will retain a neighborhood appearance and continue to blend in with its surroundings.

Existing Conditions: The site currently has an existing 1,092 square foot single family residence that is owned by Transitional Living Services of Northern New York. Access to the site is by one (1) existing asphalt driveway located at the eastern side of the lot, which is shared with the neighboring property to the east.

Vehicular and Pedestrian Circulation: Vehicular access to the site will be via a 3,100 square foot asphalt drive and parking area constructed on the western side of the building.

Parking: The existing access and parking is on the eastern side of the building and is shared with the adjacent property. A new entrance apron, access drive and parking area will be constructed as part of the project. The parking area will contain enough space for 5 cars, which would meet the parking requirements of Section 310-47 of the Zoning Ordinance for lodging houses, which requires one (1) space for every bedroom plus an additional ten percent.

Zoning: The proposed use as a boarding house is an allowed use-by-right in a Residence C District. The home meets side and rear yard setbacks, however the front yard setback is considered legal nonconforming since the home was built prior to zoning. The project involves the reconstruction of the front porch, which given the nonconforming status, will only be allowed if the footprint is not expanded.

Utilities and Hydrology: The applicant must summarize the net difference in impervious area pre and post development. This breakdown should include:

- Predeveloped impervious area
- Post developed impervious area (no reduction for existing impervious areas)
- Post developed impervious area with a breakout of the deductions for existing impervious area.

The Engineering Report states that the predeveloped time of concentration was determined to be 11.0 minutes the post and the developed time of concentration was calculated to be 18.2 minutes. The applicant must explain this discrepancy further.

Lighting: The property does not have any existing outdoor lighting. No new site lighting is proposed for the project. Additional exterior building mounted light fixtures will be mounted above the doorways.

Landscaping: Currently the site has 14 trees located along the rear and western edge of the property. As part of the project, 11 are being removed to facilitate the building addition and driveway construction. There is no additional landscaping currently proposed for the project. Per the City's Landscaping and Buffer Zone Guidelines, all site plan review applications are required to include a landscape plan. The

guidelines recommend trees and landscaping along the street right-of-way and around the exterior of the any proposed parking lots. The applicant must submit a landscaping plan that depicts landscaping on the site as required by the Landscaping and Buffer Guidelines.

SEQR: Part 1 of the Short Environmental Assessment Form has been completed by the applicant. The City Council, as Lead Agency, will complete Parts 2 and 3 of the Short Environmental Assessment Form (EAF) and will make a determination of significance.

Permits: The applicant must obtain the following permits and other documentation, minimally, prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit and Zoning Compliance Certificate.

Summary: The following should be included in the motion to recommend approval:

1. The applicant must obtain, minimally, the following permits prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit and Zoning Compliance Certificate.
2. The applicant must ensure that the reconstruction of the front porch does not expand beyond the existing footprint.
3. The applicant must submit a landscaping plan that depicts landscaping on the site as required by the Landscaping and Buffer Guidelines.
4. The applicant must address the stormwater and drainage questions in the Utilities and Hydrology section above.

cc: City Council Members
Michael Delaney, City Engineer
Matthew R. Morgia, P.E., Aubertine and Currier, PLLC, 522 Bradley St, Watertown, NY 13601
Maureen Cean, Transitional Living Services of Northern New York, 482 Black River Parkway,
Watertown, New York, 13601

January 31, 2022

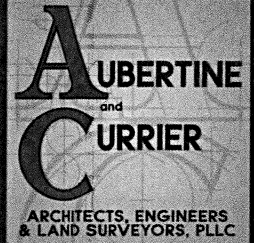
Michael A. Lumbis, Planning and Community Development Director
City of Watertown
245 Washington Street, Room 305
Watertown, NY 13601

Re: **Response to 01/27/2022 Planning Department Review Comments
Proposed Building Addition and Renovation (Crisis Care Center)
Transitional Living Services of Northern New York (A&C Proj. #2020-002)
325 Stone Street, Watertown, NY 13601**

Dear Mr. Lumbis:

This letter provides a summary of discussion and response/clarification of items and questions brought up by the City Planning Department January 27, 2021 Site Plan Review Memorandum for the project. Following the January 18, 2022 site plan application submission, there were four (4) items outlined by the City Planning Department. Response and clarification of these items are as follows:

1. Comment: The applicant must obtain, minimally, the following permits prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit and Zoning Compliance Certificate.
Response: All permits will be obtained by the contractor prior to any demolition and construction activities.
2. Comment: The applicant must ensure that the reconstruction of the front porch does not expand beyond the existing footprint.
Response: Acknowledged. Architectural plans are preliminary. Final architectural plans will ensure the reconstructed front porch does not exceed the existing front porch footprint.
3. Comment: The applicant must submit a landscaping plan that depicts landscaping on the site as required by the Landscaping and Buffer Guidelines.
Response: Landscaping guidelines require 1 large tree per 40 LF or 2 small to medium trees per 20 LF of frontage and the lot contains about 65.5 LF of frontage. A large deciduous tree can be placed between proposed driveway and reconstructed concrete walk but likely only 1 due to existing utilities (sanitary sewer likely located at the NW corner of the building). A small deciduous tree can also be placed at the NW corner of the property, right on the property line. It will have to be a small tree though due to existing overhead utilities. That's likely the maximum amount of trees we could provide along the right-of-way. In terms of landscaping along the exterior of proposed parking lots, the majority of the proposed asphalt is driveway which is excluded landscaping calculations per the guidelines. That leaves the 20'x38' parking area in the rear and 2-8'x22' parallel parking spaces along the driveway, which equates to 138 LF of parking area. 138 LF of parking area requires to 4 large deciduous trees ($138 \text{ LF} / 40 \text{ LF} = 3.45$) or 7 small to medium deciduous trees or large coniferous trees ($138 \text{ LF} / 20 \text{ LF} = 6.9$). However, we are preserving 2 existing trees in the area of the rear parking area, an 8" maple tree and a 12" maple tree. Per the landscaping guidelines, preserving a 12" and larger tree equates to 5 tree credits and an 8-11.9" tree equates to 4 tree credits. Therefore, the 2 preserved existing trees equates to 9 tree credits, which exceeds the number required for the exterior parking area.
4. Comment: The applicant must address the stormwater and drainage questions in the Utilities and Hydrology section above.
Response: Area breakdown tables of predevelopment conditions and post development conditions will be submitted to the City along with revised drainage calculations. The post development Tc path of 18.2 minutes included an error of surface type. The Tc path has been revised to include



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

Managing Partner
Annette M. Mason, P.E.
Structural Engineer

Partners
Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

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

Brian M. Krueger, AIA.,
Architect

the correct surface type and post development Tc of 8.4 minutes. The resulting peak discharge of the site slightly increases from 0.02 CFS for pre-development conditions to 0.03 CFS for post-development conditions during the 25-year storm due to the reduced Tc path and 3,660 sf increase in impervious area. The minimal increase of 0.01 CFS basically creates a negligible increase in off-site runoff. The proposed driveway and parking area will continue to drain northwesterly in a similar fashion to existing. The runoff crosses the lawn area and eventually enters Stone Street and the municipal storm.

If there are any questions, please feel free to contact our office at your earliest convenience.

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



Matthew R. Morgia, P.E.
Civil Engineer

Attachments

Cc: Maureen Cean – Transitional Living Services of Northern New York

Res No. 13

February 16, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: Rejecting Bid #2022-01 Creekwood Apartments Trash & Recycling
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on December 21, 2021, calling for sealed bids from qualified bidders for the Creekwood Apartments Trash and Recycling in Watertown, New York, as per City specifications.

The Purchasing Department also issued Invitations to Bid to three (3) trash services. The City received three (3) sealed bid submittals. The Purchasing Department publicly opened and read the sealed bids on January 6, 2022, at 2:00 pm local time.

Staff recommends that City Council reject the bids for the Creekwood Apartments Trash and Recycling in Watertown. The quantity of refuse service listed in the bid specifications was found to be below the level which would satisfy the original site plan approval. After consultation with City Planning and Code Enforcement, a resolution to this issue has been reached. As such, staff will solicit new bids based on the revised service levels.

Attached is a resolution rejecting this bid for Council consideration.

RESOLUTION

Page 1 of 1

Rejecting Bid for Creekwood Apartments –
Trash & Recycling

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Creekwood Apartments Trash and Recycling in Watertown, New York, as per City specifications, and

WHEREAS bid invitations were also issued to qualified bidders with three (3) sealed bids submitted to the Purchasing Department, and

WHEREAS on Thursday, January 6, 2022, at 2:00 p.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with the Superintendent of Public Works Pat Keenan, and it is their recommendation that the City Council reject the bids received,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown rejects the bids received for Creekwood Apartments Trash and Recycling in Watertown, per City specifications, so that it can be rebid with the appropriate quantities.

Seconded by

Res No. 14

February 16, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Designating Ford 550 (8-22) as a Rescue Truck

Council Member Lisa L. Ruggiero requested the attached resolution for the following reasons:

1) Most of the needed equipment will fit on the 8-22. Currently the gas powered pump and jaws of life do not fit on an engine. The extrication tools also will not fit on an engine. The rescue truck will be able to hold the majority of the tools needed for a call.

2) Addresses the recent arbitration decision.

3) It's important for the City of Watertown to provide public safety. By having a rescue truck, it can be sent to critical calls such as cardiac arrest and strokes and/or to handle a 2nd EMS call if the appropriate engine is out on another call. In addition, it will respond to fire calls, accidents, technical rescue calls, elevator rescues, auto extrications, rope rescues, etc. Providing quick responses to the public will be an additional benefit to everyone. Having the Rescue truck allows the department to send the "right" number of personnel needed to a call. Not too few, not too many. For example, the department could avoid sending a 5-man truck when the call only needs two people at an incident.

Adopting this resolution will place the City Council in the position of having to promote four Firefighters to Captains, because of Civil Service Law.

RESOLUTION

Page 1 of 1

Designating Ford 550 (8-22) as a
Rescue Truck

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS the City Council adopted a resolution on December 21, 2020 taking the Heavy Rescue Truck out of service; and

WHEREAS the City Council has determined that it is in the best interest of the citizens of Watertown to have a designated Rescue Truck; and

WHEREAS the City Council desires to use the Fire Department's existing Ford 550 (8-22) as a Rescue Truck;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown designates the Fire Department's existing Ford 550 (8-22) as a Rescue Truck and directs that it be placed into service as a Rescue Truck by March 31, 2022; and

BE IT FURTHER RESOLVED that the Rescue Truck shall be deployed at the discretion of the Fire Chief.

Seconded by

Amended Resolution

February 3, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Directing Staff to Conduct a Phase II ESA and Restore the Parking Area and Former Cart Storage Areas in Thompson Park to Lawn

At the February 7, 2022 meeting, it was thought at the time that the City Council had approved the amended resolution directing staff to conduct an Environmental Site Assessment for the parking area and former cart storage areas in Thompson Park next to the Golf Club. It was discovered when looking at the video of the meeting that there was only one vote taken after the final motion to amend. That vote has to be consider to be for the amendment, so there was no vote taken on the resolution as amended.

This resolution is presented again with the approved amendments noted to allow for a final vote.

RESOLUTION

Page 1 of 1

Directing Staff to Conduct a Phase II
ESA and Restore the Parking Area and
Former Cart Storage Areas in
Thompson Park to Lawn

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

WHEREAS it is the desire of City Council to restore the parking area and former golf cart storage areas adjacent to the Watertown Golf Club in John C. Thompson Park to lawn, and

WHEREAS the Council wants to be assured that there has been no environmental contamination at the parking area and former golf cart storage sites,

~~*NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby directs staff to cause a Phase II Environmental Site Assessment to be completed for the parking and former golf cart storage areas adjacent to the Watertown Golf Club in John C. Thompson Park, and~~

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby directs staff to cause a Phase I Environmental Assessment Study to be completed for the parking and former golf cart and petroleum storage areas as well as the leach field and piping leading to the Watertown Golf Club in John C. Thompson Park, and if, in the opinion of the Environmental Engineer, further study is necessary to determine whether remediation is required, then the City Manager is authorized to direct the Environmental Engineer to proceed with a Phase II Environmental Assessment Study.

BE IT FURTHER RESOLVED that staff is directed to cause the remediation of any environmental contamination that may be found, and

BE IT FURTHER RESOLVED that staff is directed to cause the restoration of the parking and former golf cart storage areas to lawn as soon as practical in the Spring.

Seconded by Council Member Clifford G. Olney III

Motion was made by Council Member Clifford G. Olney III to amend the third paragraph of the foregoing resolution to read as follows: NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby directs staff to cause a Phase I Environmental Assessment Study to be completed for the parking and former golf cart and petroleum storage areas as well as the leach field and piping leading to the Watertown Golf Club in John C. Thompson Park, and if, in the opinion of the Environmental Engineer, further study is necessary to determine whether remediation is required, then the City Manager is authorized to direct the Environmental Engineer to proceed with a Phase II Environmental Assessment Study.

Motion was seconded by Council Member Patrick J. Hickey and carried with all voting in favor thereof except Council Member Sarah V.C. Pierce and Mayor Jeffrey M. Smith noting nay.

City of Watertown, NY
Wednesday, February 2, 2022

Chapter 216. Parks, Playgrounds and Recreational Areas

Article I. General Provisions

§ 216-2. Driving and parking of vehicles.

- A. No person shall operate any motor vehicle, as defined in New York State Vehicle and Traffic Law § 125, as the same may be amended from time to time, within any park, playground, or recreational area, other than on asphalt or stone drives, unless authorized by the City Manager.
- B. No person shall operate any limited-use vehicle, snowmobile or all-terrain vehicle, as defined in New York State Vehicle and Traffic Law § 121-c, 2221 or 2281, as the same may be amended from time to time, within any park, playground or recreational area.
- C. No person shall park any motor vehicle any place within a park, playground or recreational area other than in a parking lot or designated parking area, unless authorized by the City Manager.
- D. Designated parking areas in Thompson Park are:
[Amended 8-3-2020]

North side of North Tower Drive

South side of South Tower Drive

East side of East Tower Drive from the southern edge of South Tower Drive to the northern edge of North Tower Drive

West side of West Tower Drive from the southern edge of South Tower Drive to the rock monument in front of the flagpole

East side of West Tower Drive from North Tower Drive to Oak Walk

South side of West Entrance Drive from the Watertown Golf Club Entrance to the sand trap

South side of West Entrance Drive from East Tower Drive to the parking lot

Along the overlook wall on West Entrance Drive

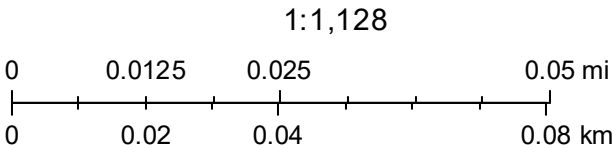
Along both sides of the gravel drive connected to the Watertown Golf Club's westerly parking lot, with parking perpendicular to the drive

ArcGIS Web Map



2/2/2022, 9:25:50 AM

- ROADS
- Parcels**
- Parcels
 - City Boundary
 - Black River



Laid Over Under the Rules

February 15, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Amending Section 216-2 of the City Code to Delete a Designated Parking Area in John C. Thompson Park

The attached ordinance was prepared at the request of Council Member Clifford G. Olney III and was introduced at the February 7, 2022 meeting. At that time, it failed to receive unanimous consent and was Laid Over Under the Rules,

Section 216-2 of the City Code lists the designated parking areas within Thompson Park. This ordinance amends that section by deleting the parking area "Along both sides of the gravel drive connected to the Watertown Golf Club's westerly parking lot, with parking perpendicular to the drive."

A copy of Section 216-2 and an aerial photograph are attached.

ORDINANCE

Page 1 of 1

Amending Section 216-2 of the City
Code to Delete a Designated Parking
Area in John C. Thompson Park

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V. C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

WHEREAS Section 216-2 of the City Code lists the designated parking areas within Thompson Park, and

WHEREAS as the City Council has determined that it is no longer in the public interest to have a designated parking area along the gravel drive connected to the Watertown Golf Club's westerly parking lot,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, NY that it hereby amends Section 216-2 of the City Code by deleting the following from the list of designated parking areas in Paragraph D: "Along both sides of the gravel drive connected to the Watertown Golf Club's westerly parking lot, with parking perpendicular to the drive," and

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

Seconded by Council Member Clifford G. Olney III

City of Watertown, NY
Wednesday, February 2, 2022

Chapter 216. Parks, Playgrounds and Recreational Areas

Article I. General Provisions

§ 216-2. Driving and parking of vehicles.

- A. No person shall operate any motor vehicle, as defined in New York State Vehicle and Traffic Law § 125, as the same may be amended from time to time, within any park, playground, or recreational area, other than on asphalt or stone drives, unless authorized by the City Manager.
- B. No person shall operate any limited-use vehicle, snowmobile or all-terrain vehicle, as defined in New York State Vehicle and Traffic Law § 121-c, 2221 or 2281, as the same may be amended from time to time, within any park, playground or recreational area.
- C. No person shall park any motor vehicle any place within a park, playground or recreational area other than in a parking lot or designated parking area, unless authorized by the City Manager.
- D. Designated parking areas in Thompson Park are:
[Amended 8-3-2020]

North side of North Tower Drive

South side of South Tower Drive

East side of East Tower Drive from the southern edge of South Tower Drive to the northern edge of North Tower Drive

West side of West Tower Drive from the southern edge of South Tower Drive to the rock monument in front of the flagpole

East side of West Tower Drive from North Tower Drive to Oak Walk

South side of West Entrance Drive from the Watertown Golf Club Entrance to the sand trap

South side of West Entrance Drive from East Tower Drive to the parking lot

Along the overlook wall on West Entrance Drive

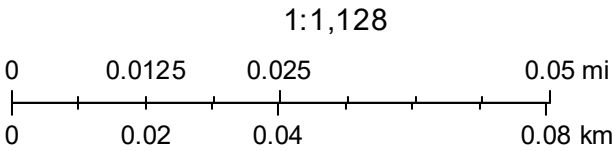
Along both sides of the gravel drive connected to the Watertown Golf Club's westerly parking lot, with parking perpendicular to the drive

ArcGIS Web Map



2/2/2022, 9:25:50 AM

- ROADS
- Parcels**
- Parcels
 - City Boundary
 - Black River



February 11, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – January 2022

Sales tax revenue was up \$358,329 or 27.76% compared to last January. In comparison to the original budget projection for the month, sales tax was up \$179,753 or 12.23%. The year-to-date actual receipts are up \$1,512,442 or 12.20%, while the year-to-date receipts on a budget basis are up \$1,812,182 or 14.98%.

The State is withholding \$482,925 of County sales tax to fund a fiscally distressed health facilities fund which in turn lowers the City's sales tax revenue by **\$115,900**. The State will intercept a portion of the County's sales tax for the May, August, November and January distributions of \$120,731 each quarter (City share is \$28,975).

From the County's sales tax distribution, the State will also withhold \$314,650 from November's distribution and \$176,027 from May's distribution to cover the State's appropriation of \$490,677 for AIM related payments to Jefferson County towns and villages that was cut from the State's budget. Therefore the, the City is now shorted **\$117,762** annually (\$75,516 in November and \$42,246 in May) to fund these State AIM payments.

	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,606,413	\$ 1,763,856	\$ 1,493,210	\$ 1,948,809	\$ 455,599	30.51%	
August	\$ 1,573,047	\$ 1,763,893	\$ 1,515,827	\$ 1,888,806	\$ 372,979	24.61%	
September	\$ 2,226,468	\$ 2,129,882	\$ 2,783,423	\$ 2,725,797	\$ (57,626)	(2.07%)	13.31%
October	\$ 1,423,970	\$ 1,499,868	\$ 1,488,167	\$ 1,678,723	\$ 190,556	12.80%	
November	\$ 1,466,279	\$ 1,410,364	\$ 1,331,668	\$ 1,643,509	\$ 311,841	23.42%	
December	\$ 1,718,512	\$ 1,868,004	\$ 2,493,688	\$ 2,374,453	\$ (119,235)	(4.78%)	7.21%
January	\$ 1,384,533	\$ 1,436,294	\$ 1,290,702	\$ 1,649,030	\$ 358,329	27.76%	
February	\$ 1,149,846	\$ 1,203,572	\$ 1,181,566	\$ -	\$ -		
March	\$ 1,420,276	\$ 1,750,746	\$ 2,284,533	\$ -	\$ -		- %
April	\$ 1,410,924	\$ 988,797	\$ 1,566,858	\$ -	\$ -		
May	\$ 1,501,095	\$ 925,025	\$ 1,626,958	\$ -	\$ -		
June	\$ 1,864,710	\$ 2,258,456	\$ 3,144,514	\$ -	\$ -		- %
YTD	<u>\$ 18,746,071</u>	<u>\$ 18,998,780</u>	<u>\$ 22,201,114</u>	<u>\$ 13,909,127</u>	<u>\$ 1,512,442</u>	<u>12.20%</u>	

	<u>Original Budget 2021-22</u>	<u>Actual 2021-22</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 1,704,738	\$ 1,948,809	\$ 244,071	14.32%	
August	\$ 1,669,330	\$ 1,888,806	\$ 219,476	13.15%	
September	\$ 2,362,746	\$ 2,725,797	\$ 363,051	15.37%	14.41%
October	\$ 1,511,128	\$ 1,678,723	\$ 167,595	11.09%	
November	\$ 1,556,027	\$ 1,643,509	\$ 87,482	5.62%	
December	\$ 1,823,699	\$ 2,374,453	\$ 550,754	30.20%	16.48%
January	\$ 1,469,277	\$ 1,649,030	\$ 179,753	12.23%	
February	\$ 1,220,226	\$ -	\$ -		
March	\$ 1,507,208	\$ -	\$ -		- %
April	\$ 1,497,284	\$ -	\$ -		
May	\$ 1,592,974	\$ -	\$ -		
June	<u>\$ 1,980,363</u>	<u>\$ -</u>	<u>\$ -</u>		- %
YTD	<u>\$ 19,895,000</u>	<u>\$ 13,909,127</u>	<u>\$ 1,812,182</u>	<u>14.98%</u>	

February 11, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – January 2022

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last January, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$37,725. In comparison to the budget projection for the month, revenue was down \$64,403 or 18.00%. The year-to-date actual revenue is up \$2,690,025 or 233.05%, while the year-to-date revenue on a budget basis is up \$1,746,903 or 83.29%.

	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 4,063	\$ 265,466	\$ 1,937	\$ 673,456	\$ 671,519	34,661.35%
August	\$ 1,201	\$ 13,330	\$ 1,819	\$ 612,155	\$ 610,336	33,547.48%
September	\$ 46,149	\$ 125,102	\$ 1,164	\$ 307,692	\$ 306,528	26,343.08%
October	\$ 323,260	\$ 222,218	\$ 117,331	\$ 523,734	\$ 406,403	346.37%
November	\$ 572,955	\$ 554,930	\$ 410,218	\$ 731,273	\$ 321,054	78.26%
December	\$ 249,645	\$ 406,126	\$ 366,126	\$ 702,586	\$ 336,460	91.90%
January	\$ 171,405	\$ 416,391	\$ 255,650	\$ 293,374	\$ 37,725	14.76%
February	\$ 311,149	\$ 217,222	\$ 175,736	\$ -	\$ -	
March	\$ 403,524	\$ 745,936	\$ 449,166	\$ -	\$ -	
April	\$ 673,362	\$ 752,511	\$ 669,698	\$ -	\$ -	
May	\$ 809,967	\$ 383,085	\$ 433,690	\$ -	\$ -	
June	<u>\$ 787,591</u>	<u>\$ 53,641</u>	<u>\$ 85,233</u>	<u>\$ -</u>	<u>\$ -</u>	
YTD	<u>\$4,354,270</u>	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$3,884,270</u>	<u>\$ 2,690,025</u>	<u>233.05%</u>

	<u>Original</u> <u>Budget</u> <u>2021-22</u>	<u>Actual</u> <u>2021-22</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 191,447	\$ 673,456	\$ 482,009	251.77%	\$ -
August	\$ 85,215	\$ 612,155	\$ 526,940	618.37%	\$ -
September	\$ 54,997	\$ 307,692	\$ 252,695	459.47%	\$ -
October	\$ 375,485	\$ 523,734	\$ 148,249	39.48%	\$ -
November	\$ 563,785	\$ 731,273	\$ 167,488	29.71%	\$ -
December	\$ 468,661	\$ 702,586	\$ 233,925	49.91%	\$ -
January	\$ 357,777	\$ 293,374	(\$ 64,403)	(18.00%)	\$ -
February	\$ 295,491	\$ -	\$ -	-	\$ -
March	\$ 502,001	\$ -	\$ -	-	\$ -
April	\$ 754,106	\$ -	\$ -	-	\$ -
May	\$ 633,686	\$ -	\$ -	-	\$ -
June	<u>\$ 341,349</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
YTD	<u>\$4,624,000</u>	<u>\$3,884,270</u>	<u>\$ 1,746,903</u>	<u>83.29%</u>	<u>\$ -</u>