

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, May 6, 2024

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 6, 2024, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

- | | |
|-----------|---|
| 7:15 p.m. | Fiscal Year 2024-25 Operating Budgets and Fiscal Year 2024-25 through 2028-29 Capital Budget |
| 7:15 p.m. | Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c |
| 7:15 p.m. | Changing the Approved Zoning Classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus. |

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Authorizing Agreement with GHD Consulting Services, Inc. for Engineering Services for the Wastewater Treatment Plant Biosolid Conveyor/Hopper and the Polymer System Project |
| Resolution No. 2 - | Approving the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services |
| Resolution No. 3 - | Approving Amended Lease Agreement Between the City of Watertown and Rapids Baseball, Wolves Den LLC |
| Resolution No. 4 - | Finding That Changing the Approved Zoning Classification of 1316 Rear Ives St and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus Will Not Have a Significant Impact on the Environment |

- Resolution No. 5 - Accepting Bid for the Western Outfall Trunk Sewer, Sewer Main & Manhole Cleaning & Inspection Services – Kenyon Pipeline Inspection, LLC
- Resolution No. 6 - Adopting the City of Watertown Flag Policy

ORDINANCES

- Ordinance No. 1 - Amending City Municipal Code § 293, Vehicles and Traffic
- Ordinance No. 2 - An Ordinance Amending the Ordinance Dated September 6, 2022, Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$350,000

LOCAL LAW

OLD BUSINESS

- Ordinance - Changing the Approved Zoning Classification of 1316 Rear Ives St and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus
- Local Law - Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – March 2024
2. Sales Tax Revenue – March 2024
3. Restore NY Grant Application Special Project Public Hearing – Greenleaf Builders, 629 Factory Street

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss the employment history of a particular individual.

WORK SESSION

Next Work Session is scheduled for Monday, May 13, 2024, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 20 2024 AT 7:00 PM.

Res No. 1

May 6, 2024

TO: The Honorable Mayor and City Council

FROM: Eric Wagenaar, City Manager

SUBJECT: Approving Agreement between the City of Watertown and GHD Consulting, Inc., for The WWTP Polymer System along with the Biosolids Conveyor and Hopper

The City Council appropriated \$500,000.00 in the Fiscal Year 2023-24 budget for a biosolids conveyor and hopper replacement project at the Wastewater Treatment Plant and an additional \$80,000 for a replacement polymer system and the Project is ready to proceed with engineering design.

Proposals were received from GHD Consulting Services, Inc and EDR Engineering. Staff evaluated both proposals on; Understanding of Project; Qualifications/Experience, Method of Approach; and Financial Offer/Overall Value for Money, and selected GHD Consulting Services, Inc.

A Resolution approving the Agreement between GHD Consulting Services, Inc. and the City of Watertown has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Agreement with GHD Consulting Services, Inc. for Engineering Services for the Wastewater Treatment Plant Biosolid Conveyor/Hopper and the Polymer System Project

Council Member KIMBALL, Rober O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, Sewer Fund, has included in its Fiscal Year 2023-24 Capital Budget, \$500,000 for the replacement of the biosolids conveyor and hopper and \$80,000 for the replacement of the polymer system, and

WHEREAS GHD has completed the Biosolids Conveyor and Hopper and Polymer System Evaluation and the project is ready to proceed with engineering design,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York hereby authorizes the Agreement between the City of Watertown, New York and GHD Consulting Services, Inc., a copy of which is attached and made part of this resolution, to proceed with the engineering design of the Wastewater Treatment Plant Biosolids Conveyor and Hopper and Polymer System Project in the amount of \$82,800.00. and

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

Seconded by

5788 Widewaters Parkway
Syracuse, NY 13214
United States
www.ghd.com



Our ref: 12621238

09 April 2024

Vicky Murphy
Superintendent of Water
City of Watertown
245 Washington Street, Room 202
Watertown, NY 13601

WPCP Sludge Conveyor and Polymer System Replacement

Dear Ms. Murphy

GHD is pleased to provide the City of Watertown (City) this proposal for engineering services to evaluate the replacement of the two existing plate and frame press discharge hopper conveyors and design of the new replacement hopper conveyor units and the dewatering polymer system in the Sludge Processing Building of the Water Pollution Control Plant (WPCP).

Please do not hesitate to contact us with any questions or comments you have on this matter.

GHD looks forward to continuing our work with the City of Watertown in the development and implementation of this project.

Regards

A handwritten signature in black ink, appearing to read "Jason Greene", is written over a light gray, stylized outline of the signature.

Jason Greene, PE, BCEE
Project Director

+1 315 802-0284
jason.greene@ghd.com

Enclosure

Copy to: Angel French, City of Watertown
Ariel Judd, GHD

1. Exhibit A - Scope of Services

Evaluation and final design services for new plate and frame press dewatered biosolids hopper conveyor systems and new dry polymer system for biosolids dewatering, as identified below.

1.1 Evaluation phase

GHD will evaluate existing data and evaluate the replacement of the two existing plate and frame press hopper conveyors. The scope generally includes:

- Evaluation of alternatives for dewatered sludge conveyance from the discharge of the two plate and frame press units to the existing truck loading belt conveyor (recently installed as part of SDPM Phase 1A), including the associated discharge hopper/chute from each plate and frame press. Complete a cost comparison of up to three (3) alternatives including capital construction costs and operation and maintenance cost.

The following tasks are included as evaluation engineering services.

1. Complete an Evaluation Letter Report which includes a written description of the alternatives identified for this application including discussion on feasibility and opinion of probable construction costs.
2. Furnish for review by the City, electronic copies of the Draft Evaluation Letter Report within 90 days of authorization to proceed with the Evaluation Phase, and conduct a virtual review meeting with the City.

The Evaluation Phase will be considered complete upon City's receipt of the final report with incorporation of the City's comments. Based on the scope of work being equipment replacement with no change in treatment processes, it is not anticipated that this report would need to be submitted for NYSDEC approval.

1.2 Final design phase

The scope of the final design shall be in accordance with the recommendations provided in the City of Watertown's Sludge Disposal Process Modifications Phase 2 Evaluation and the Evaluation Letter Report prepared as part of this project under Item 1.1 above. The scope includes design of following items:

- Replacement discharge hopper/chutes for the two existing plate and frame press units.
- Replacement dewatered biosolids conveyors for the two existing plate and frame press units.
- Replacement control panels for the conveyor/hopper system(s).
- Replacement dry polymer makeup system and storage/feed tank for the plate and frame press dewatering polymer feed with local and remote control and status indication.
- New remote mounted control panel for the polymer system located on the first floor of the Sludge Process Building.
- Run and Common Fault status indication to SCADA from the new hoppers/chutes (if applicable), conveyors, and polymer makeup system. It is assumed that sufficient capacity exists within the plant PLC network to accommodate the additional I/O points associated with these new signals (does not include expansion or additions to the plant's existing PLC network).
- Control interlock between the new plate and frame discharge conveyors and the existing truck loading belt conveyor.
- New equipment support/housekeeping structural pad design. It is assumed that the equipment suppliers will provide all structural framing and supports necessary for their equipment.
- Process piping connections and modifications in the vicinity of the conveyors and polymer system as necessary to facilitate the replacement of the hopper/conveyor equipment.

- Electrical modifications to provide power feed to the new equipment. It is anticipated that the existing MCCs within the Sludge Processing Building Electrical Room have adequate available capacity and can be utilized.
- Demolition of the existing conveyor/hopper systems and polymer feed system.

The following tasks are included as final design engineering services.

1. Prepare final drawings and specifications including the scope, extent, and character of the work to be completed by the construction contractors.
2. Advise the City of any recommended adjustments to the Opinion of Probable Construction Cost.
3. Final Design Progress Submissions – GHD will prepare progress submissions at the 50 percent and 95 percent design completion points. Submissions will include contract drawings and specifications for review and comment at the 50 percent and 95 percent progress points. Services are based on an anticipated drawing count of 18 sheets.
4. Furnish for review by the City, its legal counsel and other advisors, up to four copies of the final drawings and specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other Construction Procurement Documents), and any other Final Design Phase deliverables, within 150 days of authorization to proceed with the Final Design Phase, and review them with the City. Final Design Phase will begin upon submission of the final Evaluation Letter Report to the City and confirmation of the selected dewatered biosolids conveyor alternative, unless otherwise indicated.
5. Revise the final drawings and specifications in accordance with comments and instructions from the City, as appropriate, and submit up to four final copies of such documents to the City within 14 days after receipt of City's comments and instructions.

The number of Prime Contracts for work designed or specified by GHD upon which the GHD's compensation has been established under this agreement is two (General, Electrical).

The Final Design Phase will be considered complete upon the City's receipt of the revised drawings and specifications incorporating the City's comments.

Bidding phase – Not used (to be provided by Amendment)

Construction phase – Not used (to be provided by Amendment)

Post construction phase – Not used (to be provided by Amendment)

1.3 Project fees

The scope of services will be completed on a lump sum basis for \$82,800.

April 30, 2024

To: The Honorable Mayor and City Council

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

Subject: Approving the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services

In January of 2023, Planning Staff issued a Request for Proposals (RFP) to select a firm to provide grant writing services for the City. LaBella Associates, D.P.C. (LaBella) was selected as a result of the RFP process and entered into a one-year contract to provide those services.

During the last year, LaBella wrote four grant applications for the City. The City was successful in obtaining \$406,028 in grant funding through the Water Quality Improvement Program from the New York State Department of Environmental Conservation (NYS DEC) for a new salt storage building for the Department of Public Works. Two applications were not funded but the City has one additional application pending for \$400,000 through the NYS DEC's urban and community forestry program.

The RFP provided the City the ability to extend the agreement with LaBella for up to two (2) additional one (1) year periods upon budget approval. The NYS Consolidated Funding Application process is expected to open in May so Staff is forwarding the attached resolution and agreement for City Council consideration that would extend the agreement for an additional year.

LaBella has proposed to provide grant prospecting and grant writing services to the City for a not to exceed cost of \$25,000, as outlined in the attached letter. Funding for a grant writer was included in the FY 2023-2024 budget.

The attached resolution approves the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services and authorizes the City Manager to execute the agreement on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement with LaBella Associates, D.P.C. for Grant Writing Services

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City Council of the City of Watertown desires to secure the services of a grant writer to assist the City with grant applications as funding opportunities arise, and

WHEREAS City Purchasing and Planning Staff completed a Request for Proposals (RFP) process in 2023 to select a firm to provide grant writing services for the City, and

WHEREAS LaBella, Associates, D.P.C., was selected as a result of the RFP process and entered into a one-year contract with the City to provide grant writing services, and

WHEREAS the RFP and contract documents provided the City the ability to extend the agreement for up to two (2) additional one (1) year periods upon budget approval, and

WHEREAS the City Council desires to enter into an additional one-year agreement with LaBella Associates, D.P.C. for grant writing and prospecting services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with LaBella Associates, D.P.C for Grant Writing Services, a copy of which is attached and made part of this resolution, and

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

Seconded by _____

Professional Services Agreement

Agreement made the ____ day of May 2024
between

LaBella Associates, D.P.C.
("LaBella")

and

City of Watertown
("Client")

for services related to the following Project:

City of Watertown Grant Consulting Services
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated _____, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: _____
 Chris Round
 Name _____
 VP Planning Services
 Title _____
 Date: _____

By: _____
 Name _____
 Title _____
 Date _____

Exhibit A

LaBella's Proposal



March 1, 2024

Mayor Sarah Compo Pierce
City Hall
245 Washington Street
Watertown, NY 13601

RE: *Grant Prospecting and Grant Writing Services*

Dear Mayor Compo Pierce:

LaBella Associates is pleased to present this proposal to the City of Watertown to provide a comprehensive suite of services, including grant prospecting, project consultation, and regular updates on grant opportunities to the City Council and key staff. Our goal is to gain a holistic understanding of the city's needs and priorities, improve the city's understanding of funding opportunities, and improve its readiness and likelihood of securing funding for critical projects.

Our initial efforts will involve periodic meetings and communications with key City representatives to understand your needs, the project pipeline, the state of readiness, and local priorities. We will work with you to define and organize this effort to ensure that the City of Watertown is well-positioned to take full advantage of grant opportunities at both the state and federal levels. By incorporating grant prospecting into our services, LaBella Associates will actively search for and identify grants that align with the city's strategic goals and priorities.

This proactive approach ensures that Watertown does not miss out on potential funding sources that could significantly benefit the community. We propose to offer the following services to the City of Watertown.

Scope of Services

Task 1: Grant Prospecting and Consulting

Our grant consultation service will offer tailored advice on the intricacies of each grant opportunity, including eligibility requirements, application strategies, and compliance obligations. To achieve this, our team will track New York State and Federal grant opportunities and leverage our strong relationships with funding agencies, ensuring a comprehensive understanding of the evolving funding landscape. This will enable us to swiftly identify grants that align with the city's strategic priorities, thereby optimizing the potential for securing relevant and impactful funding sources.

We will assess the applicability of each funding opportunity monthly to ensure that our efforts are precisely targeted, maximizing the benefits for the City of Watertown.



Consistent Communication

LaBella Associates commits to regularly updating the City of Watertown on grant opportunities, statewide funding trends, and initiatives. These updates will be delivered through presentations to the City Council and strategic staff meetings, ensuring city leadership remains informed about relevant grant-related developments and opportunities.

Infrastructure Roadmap

To understand the City's infrastructure needs, alignment with funding opportunities, and project readiness, we propose conducting a desktop review of all relevant water and wastewater reports completed in the past ten years. The desktop review will identify key findings, recommendations, and patterns that may inform the city's strategic planning for water and wastewater infrastructure. Many infrastructure funding programs require a specific format for engineering reports and/or a demonstration of environmental (SEQRA) compliance.

This review is intended to provide city leadership with a concise and easy-to-understand roadmap for determining future priorities and projects. By synthesizing this information, LaBella aims to equip the City of Watertown with the insights to make informed decisions about future investments and improvements in these critical areas.

We will meet with you to discuss these findings, help set priorities, and develop an understanding of any future efforts to prepare projects for funding readiness.

Task 2: Grant Writing

Once the City agrees to pursue a grant, LaBella will develop a strategic approach to ensure the City of Watertown's applications stand out among the competition. Our team will engage in comprehensive research to understand the nuances of each grant opportunity, aligning the city's specific needs and projects with the grantor's objectives and criteria. This process begins with an in-depth analysis of the grant guidelines to craft compelling narratives highlighting Watertown's unique strengths, needs, and the potential impact of the proposed project.

We will work closely with city officials and staff to gather all necessary information, data, and supporting documents to ensure a robust and complete application package. Our team will also manage timelines to meet submission deadlines, provide revisions based on feedback, and assist with follow-up communications with funding agencies. Through this rigorous and collaborative process, LaBella aims to maximize Watertown's chances of securing grant funding by presenting well-researched, clearly articulated, and strategically aligned grant applications.

Professional Service Fees

LaBella proposes to assist the City of Watertown on a time and materials basis with services charged at our current municipal rates. Our municipal rates represent a reduced rate. My (Hartley) municipal hourly rate is \$95. Our fee schedule is attached for reference.

We recommend that Watertown budget \$10,000 for Task 1, allowing regular communications and interactions with City representatives. Because each grant program has unique needs and requirements, and we don't know how many projects will be selected for funding, we suggest that the City budget be \$15,000 for grant writing services. Before using this source of funds, we will outline and discuss specific costs associated with each



grant. We will inform you as we approach the budget limits and will not exceed these fees without further authorization.

Once a specific grant candidate is identified and a project is selected, we can provide a project-specific fee. We anticipate Watertown could pursue at least two to three applications/projects a year, depending on the project and funding program.

Closing

In conclusion, LaBella Associates is committed to enhancing our partnership with the City of Watertown through this expanded scope of services. Our team is ready to provide the expertise and support required to navigate the complex landscape of grant funding, ensuring that Watertown can capitalize on every opportunity to fund its vital projects and initiatives. We look forward to discussing this proposal further and to having the opportunity to continue serving the city's needs with dedication and excellence.

Respectfully submitted,

LaBella Associates

Hartley Bonisteel Schweitzer, AICP
Senior Planner/Project Manager

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Res No. 3

April 30, 2024

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving Lease Agreement Between the City of Watertown and Wolves Den LLC.

At the February 16, 2022 meeting, City Council approved a two-year Lease Agreement, including an optional third year, with S&V Baseball Management LLC for the Watertown Rapids.

S&V Baseball Management LLC, conveyed its ownership interest in the Rapids to Wolves Den LLC in December of 2023. Therefore, a new lease has been drafted, reflecting new ownership for what would have been the final year of the original agreement. All other parameters remain the same.

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

RESOLUTION

Page 1 of 1

Approving Amended Lease Agreement
Between the City of Watertown and
Wolves Den LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

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

WHEREAS, a previous lease agreement existed between the City and S&V Baseball Management LLC, for the lease of the Fairgrounds baseball facilities, for an initial term of April 1, 2022 through March 31, 2024, with a renewal option for April 1, 2024 through March 31, 2025; and

WHEREAS, thereafter S&V Baseball Management LLC, conveyed its ownership interest in the PGCBL team to Wolves Den on or about December 21, 2023; and

WHEREAS, Wolves Den desires to have the team continue to 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 and Wolves Den intend this lease agreement to replace the previous agreement between the City and S&V Baseball Management LLC.

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

Seconded by

LEASE AGREEMENT

THE CITY OF WATERTOWN, NEW YORK AND WOLVES DEN LLC

This Lease Agreement (the “Lease”) is being made and is intended to be effective as of April ___, 2024 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and Wolves Den LLC, with its principal offices located at 229 Clinton Street Apt. A, Watertown, NY 13601 ("Wolves Den").

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

WHEREAS, a previous lease agreement existed between the City and S&V Baseball Management LLC, for the lease of the Fairgrounds baseball facilities, for an initial term of April 1, 2022 through March 31, 2024, with a renewal option for April 1, 2024 through March 31, 2025; and

WHEREAS, thereafter S&V Baseball Management LLC, conveyed its ownership interest in the PGCBL team to Wolves Den on or about December 21, 2023; and

WHEREAS, Wolves Den desires to have the team continue to 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; and

WHEREAS, the City and Wolves Den intend this lease agreement to replace the previous agreement between the City and S&V Baseball Management LLC.

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

AGREEMENT

Section I — Term of Lease

a. The term of this Lease Agreement shall be for the period, from May 7, 2024, through March 31, 2025.

b. Wolves Den shall notify the City in writing by January 1, 2025, of its intent to enter into a new lease agreement for 2025-2026.

Section II — Premises Leased

a. The City agrees to lease to Wolves Den 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. Wolves Den 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 Wolves Den 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 Wolves Den 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 Wolves Den to use the Premises only for the purpose of collegiate baseball and baseball related activities. This Lease Agreement may not be assigned by Wolves Den to any

person or entity, and Wolves Den 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 Wolves Den.

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 Wolves Den'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. Wolves Den agrees it will cooperate with the City in making the Premises available to others and not unreasonably withhold access. The City will notify Wolves Den 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, Wolves Den shall pay to the City a flat fee of \$12,070.00.

b. Wolves Den 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 May 31st.

c. Payment must be made to the Parks and Recreation Department with 50% being paid upon execution of the Lease and the remaining 50% to be paid on July 1st. If payment is not made by Wolves Den on or before the scheduled due date, Wolves Den 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 Wolves Den 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 Wolves Den and the City. The City and Wolves Den agree that during the term of this Lease, and for all events at the Premises, whether for Wolves Den 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 Wolves Den. The City shall not permit nor allow mobile units or other vendors or concessions upon the Premises during events or activities being conducted by Wolves Den or others during the term of this Lease. Prior to opening the concessions for sale of food and drink, Wolves Den will provide the City with all applicable licenses, including but not limited to, licenses required by the 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 Wolves Den.

c. The City authorizes Wolves Den 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. Wolves Den shall be responsible for causing the non-alcohol concessions to be open and operated for all Wolves Den events. Additionally, Wolves Den 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-Wolves Den events are held at the Premises during Wolves Den's regular season, Wolves Den shall be responsible for causing the concessions to be opened and operated for those events upon request.

e. At the conclusion of the baseball season, Wolves Den, at its own expense, shall be responsible for causing the custodial maintenance and clean-up of the non-alcohol concessions to the satisfaction of the City and/or the Parks and Recreation Maintenance Supervisor.

f. Wolves Den 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 Wolves Den 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 31, 2025, Wolves Den 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. Wolves Den 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. Wolves Den 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 Lease.

Wolves Den, and any person or entity with whom Wolves Den 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. Wolves Den and its sub-franchisee(s) shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

Wolves Den or its sub-franchisee(s) 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.

Wolves Den acknowledges that, as the party responsible for the sub-franchisee(s), 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 Wolves Den or its sub-franchisee(s) has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, Wolves Den's right to sell or contract with a sub-franchisee(s) 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. Wolves Den 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.

Wolves Den 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 Premises

a. Wolves Den 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 Wolves Den or the Perfect Game Collegiate Baseball League.

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

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

c. At the conclusion of the baseball season, Wolves Den, at its own expense, shall be responsible for causing the custodial maintenance and clean-up of the locker room to the satisfaction of the City and/or the Parks and Recreation Maintenance Supervisor.

d. The City agrees that it will maintain the baseball field. Wolves Den 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. Wolves Den 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.

e. 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.

f. If all or any part of the Premises are damaged or destroyed by Wolves Den, or by any of its agents or employees, or by any of Wolves Den's patrons, or during any event for which Wolves Den is responsible, (for example, damage or destruction to the outfield fence), Wolves Den 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 Wolves Den's locker rooms. Wolves Den will be responsible for compensating the City for any lost or damaged chairs.

Section X — Concession Space

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

Section XI-COMPLIANCE WITH PROVISIONS/DEFAULT

Wolves Den shall comply with the terms and conditions of this agreement in all respects. Any failure by Wolves Den 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 Wolves Den's possession of the Premises for the remainder of the lease term.

Section XII- Insurance

a. Wolves Den 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. Wolves Den shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Lease. Wolves Den'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. Wolves Den agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and Wolves Den will have no claim under this lease against the City for not restoring the Premises.

c. Wolves Den shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. Proof of this insurance must be turned into the Parks and Recreation office before May 31, 2025. This insurance shall cover all persons who are employees of Wolves Den 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 Lease.

Section XIII— Hold Harmless

Wolves Den 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 Wolves Den's operation, use, or occupation of the Premises, or by or resulting from any act or omission of Wolves Den 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 Wolves Den's obligations under this paragraph.

Section XIV — Venue and Applicable Law

a. The City and Wolves Den 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 conducting of the business of Wolves Den, 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

Wolves Den agrees to return the Premises to the City, upon the expiration of this Lease, in as good condition as when Wolves Den 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 Wolves Den. The City and Wolves Den will conduct an initial walk through of the Premises at the beginning of the lease term. Upon expiration of the lease, the City and Wolves Den 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: Eric Wagenaar, City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To Wolves Den: Tyler Weese
Wolves Den, LLC
229 Clinton Street, Apt. A
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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and Wolves Den will have caused this Agreement to be executed by authorized agents to be effective as of April ___, 2024.

City of Watertown, NY

By:_____

Sarah V.C. Pierce, Mayor

Wolves Den, LLC

By:_____

Tyler Weese

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

On_____ 2024, before me, the undersigned, a Notary Public, in and for said State, personally appeared Sarah V.C. Pierce, 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 she executed the same in her capacity and that by her 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 _____, 2024, before me, the undersigned, a Notary Public, in and for said State, personally appeared Tyler Weese, 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

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

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

College ID OR Sheriffs ID Cards are <i>NOT</i> acceptable Proof of Age.
--

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.

Support your employees when they refuse to make a sale.

- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

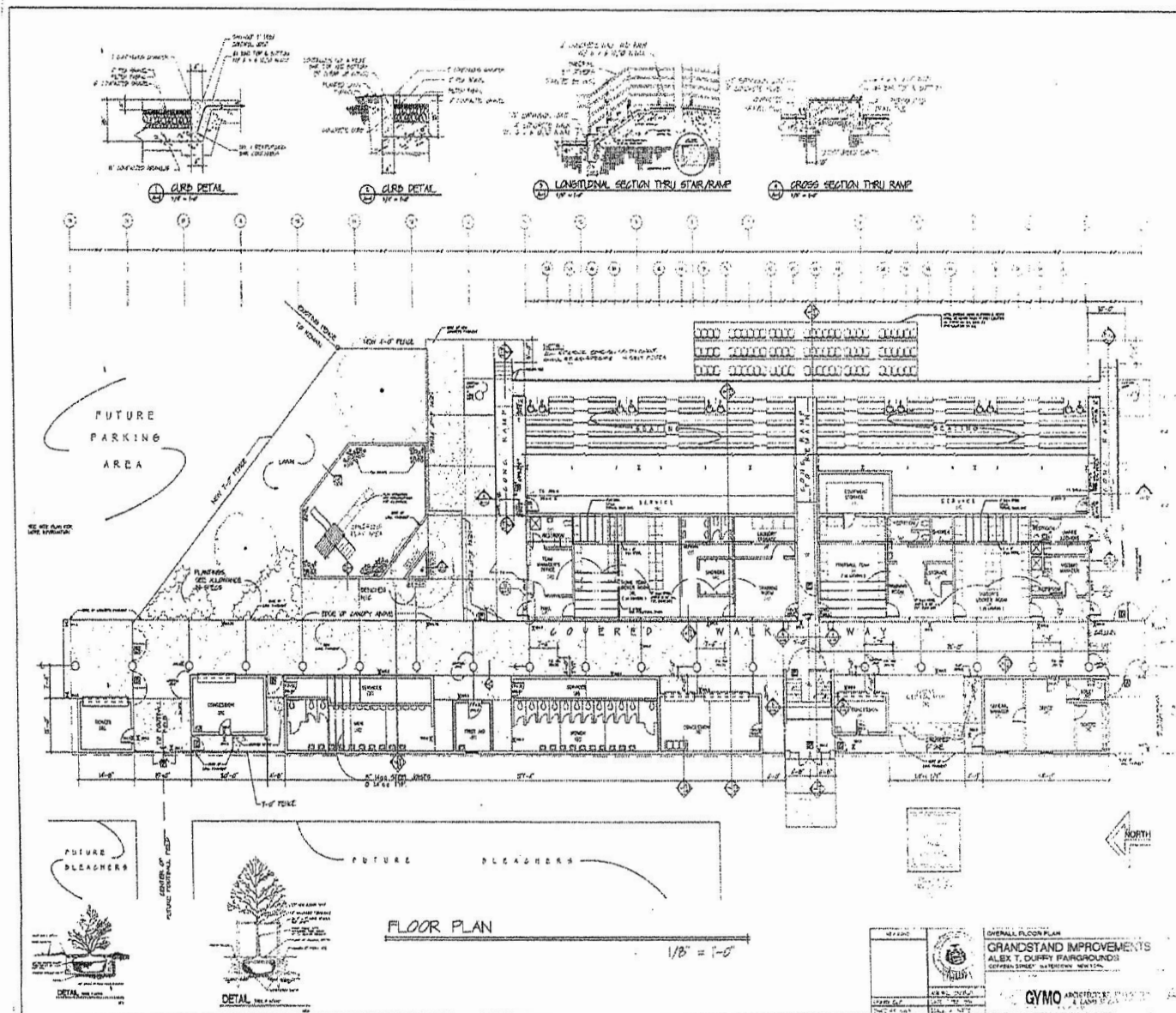
The smell of alcohol

Loud, abusive, profane language

Staggering or falling

"EXHIBIT A"

16



Res No. 4

April 30, 2024

To: The Honorable Mayor and City Council

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

Subject: Finding That Changing the Approved Zoning Classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus Will Not Have a Significant Impact on the Environment

At its April 2, 2024, meeting, the City Planning Commission defeated a motion recommending that the City Council change the approved zoning classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus. The City Council has scheduled a public hearing on the request for 7:15 p.m. on Monday, May 6, 2024.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form (EAF) and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change will not have a significant impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 1316 Rear Ives St and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus Will Not Have a Significant Impact on the Environment

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application of Robert J. Busler, P.L.S. of LaFave, White & McGivern, L.S., P.C. on behalf of Prime, LLC, to change the approved zoning classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117-000 From Residential to Planned Campus and

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

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

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

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (t), and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 1316 Rear Ives St and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus Will Not Have a Significant Impact on the Environment

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

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

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

Seconded by

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

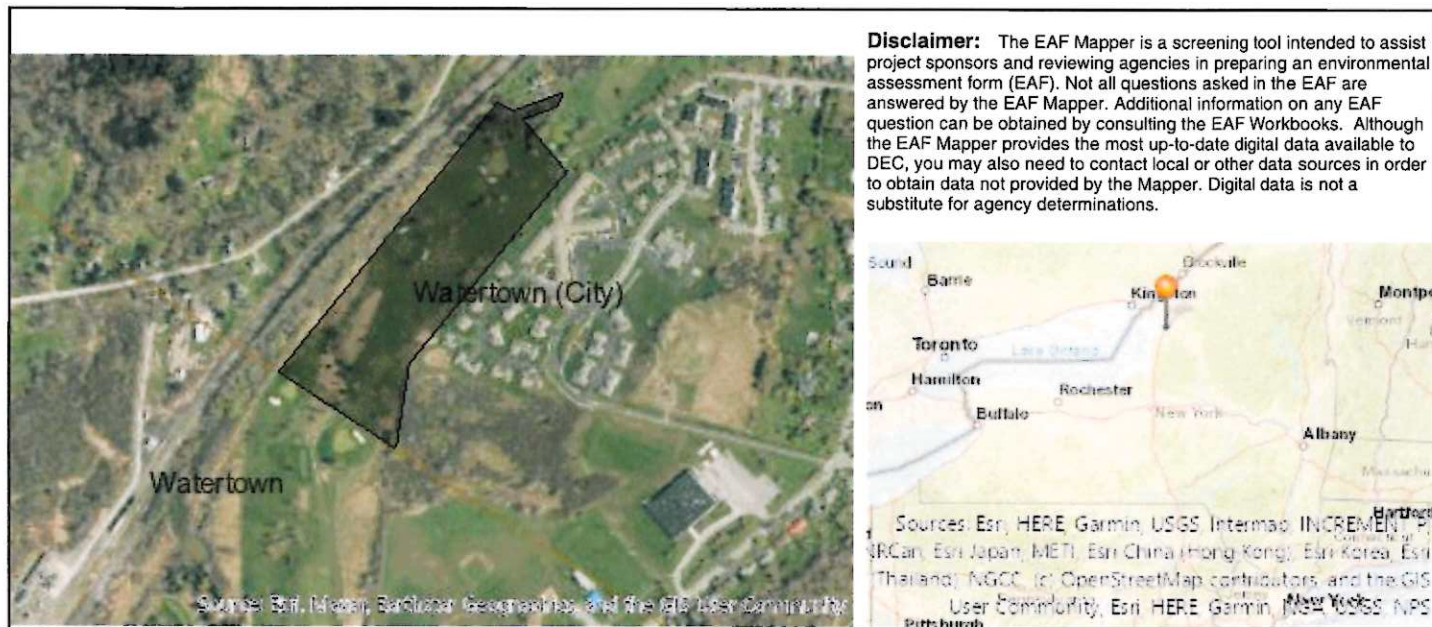
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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			
Name of Action or Project: Prime, LLC Zone Change Request			
Project Location (describe, and attach a location map): 1316 Rear Ives Street and 1200 Rear Jewell Drive, City of Watertown, Jefferson County			
Brief Description of Proposed Action: Tax parcels 14-49-116.000 (1316 Rear Ives Street) and 14-49-117.000 (1200 Rear Jewell Drive) are presently in the Residential Zoning District. The applicant is seeking approval for a Zone District change to the Planned Campus Zoning District.			
Name of Applicant or Sponsor: Prime, LLC; PJ Simao, Managing Member		Telephone: 315-727-7000 E-Mail: pj@dealmakerusa.com	
Address: 137 Main Avenue, Floor 3			
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: Jefferson County Planning, Watertown City Council Watertown Planning Commission		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		15.99 acres 0 acres 79 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 checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Railroad; Golf Course; School <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 <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <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 type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Municipal water service is available in the general vicinity of the property. Connection to this service will be analyzed during future site plan review.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Municipal wastewater utilities are available in the general vicinity of the property. Connection to this service will be analyzed during future site plan review.	NO <input checked="" type="checkbox"/>	YES <input 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 <input checked="" type="checkbox"/>	YES <input 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? (CRIS attached)	<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 <input checked="" type="checkbox"/>	YES <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 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 checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
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: LaFave, White & McGivern, LS, PC; Robert J. Busler, PLS Date: 03/12/2024		
Signature: Robert J. Busler	<small>Digitally signed by Robert J. Busler Date: 2024.03.12 08:01:12 -04'00'</small>	Title: Land Surveyor



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
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

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

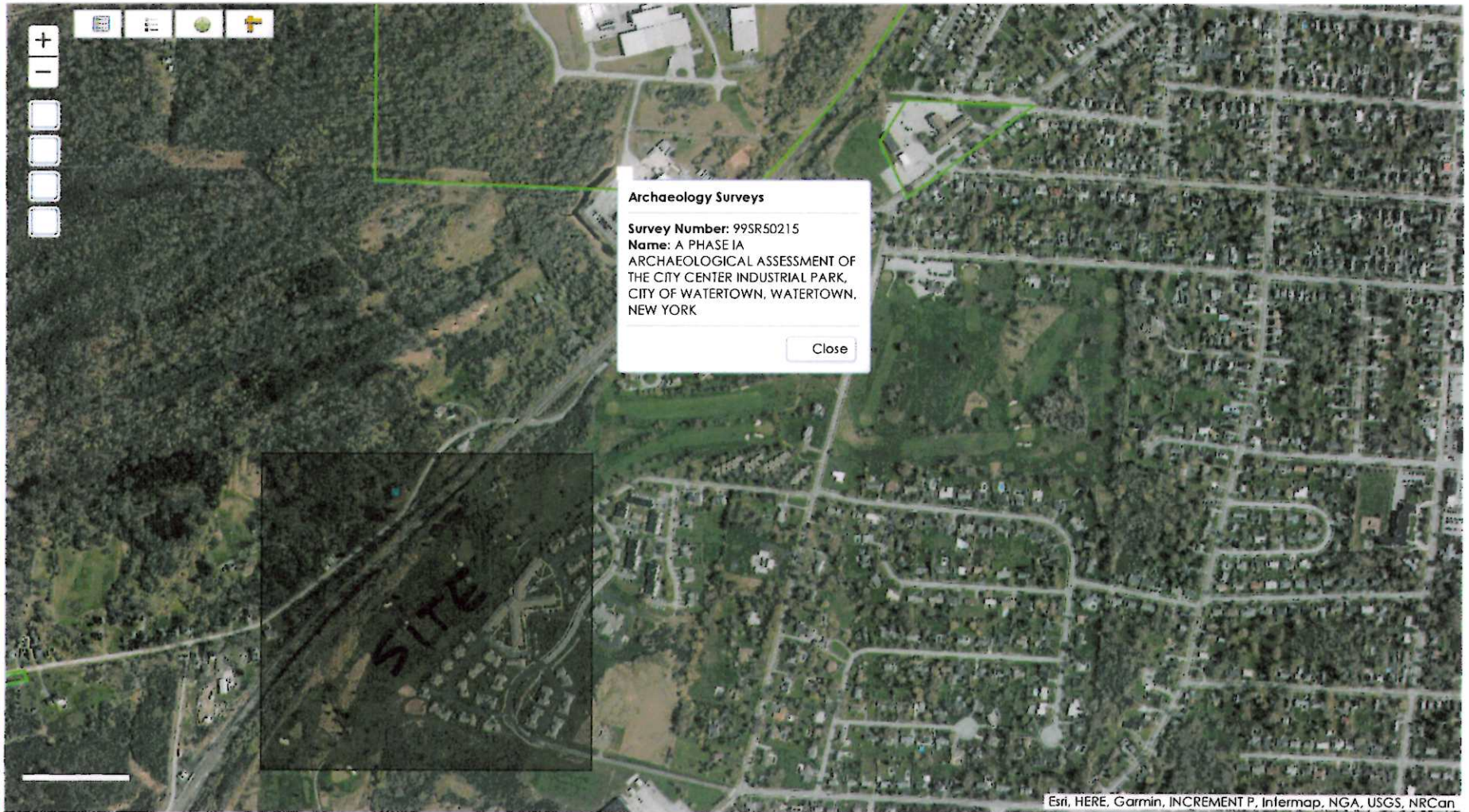
Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)



DE-126





Res No. 5

April 24, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2024-06 Western Outfall Trunk Sewer, Sewer Main & Manhole
Cleaning & Inspection Services
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Sewer Main & Manhole Cleaning & Inspection Services, per City specifications and publicly opened and read the sealed bids on April 23, 2024, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and five (5) potential vendors.

The Purchasing Department received two (2) sealed bids submittals and the bid tabulations are shown below:

Vendor Name, Address and Point of Contact	Kenyon Pipeline Inspection, LLC	National Water Main Cleaning Co.
	68 Park Road	25 Marshall Street
	Queensbury, NY 12804	Canton, MA 02021
	Jason Kenyon jakek@kpi sewer.com	Dennis Sullivan dennis@nwmcc-bos.com
Total Base Bid	\$109,015.00	\$113,300.00

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for Sewer Main & Manhole Cleaning & Inspection Services to Kenyon Pipeline Inspection, LLC as the lowest responsive responsible bidder at a total price of **\$109,015.00**.

The Sewer Main & Manhole Cleaning & Inspection Services Project involves work in four sub-basins of the Western Outfall Trunk Sewer. The purpose of the project is to obtain a condition assessment of the collection network which will then be used to design a rehabilitation project aimed at reducing the volume of inflow & infiltration (I&I) entering the system. This project will be funded through a Sewer Fund Capital Project approved as part of the 2023-24 Adopted City Budget.

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

RESOLUTION

Page 1 of 1

Accepting Bid for the Western Outfall Trunk
Sewer, Sewer Main & Manhole
Cleaning & Inspection Services – Kenyon
Pipeline Inspection, LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City is seeking a qualified vendor to provide sewer main and manhole cleaning and inspection services, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for Sewer Main and Manhole Cleaning and Inspection Services, and

WHEREAS on April 23, 2024, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Kenyon Pipeline Inspection, LLC, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Kenyon Pipeline Inspection, LLC in the amount of \$109,015.00, and

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

Seconded by _____

Interoffice Memorandum



To: Tina Bartlett-Bearup, Purchasing Manager
From: Patrick Keenan, CE1
Date: April 24, 2024
Subject: Recommendation to Accept Bid for Sewer Cleaning & Inspection

Good morning; The City solicited bids from qualified contractors to undertake a cleaning and CCTV inspection of sanitary sewers within defined sub-basins of the Western Outfall Drainage Area. This work is a first step towards determining the type of rehabilitation project needed to reduce the amount of I&I entering the WOTS system within these sub-basins.

The City received two bids for this work with the results shown below:

Kenyon Pipeline Inspection LLC	Bid Price \$109,015
National Watermain Cleaning Company Inc.	Bid Price \$113,300

The City has had good experience working with both firms in the past on projects involving sewer rehabilitation.

Both firms provided references for multiple sewer projects that would involve CCTV inspection as part of the work scope.

In reviewing the bids, both firms failed to provide any documentation that the data collection software was NAASCO PACP compliant nor any operator certifications.

I checked the NAASCO Website and confirmed four of the employees listed in the bid proposal had current PACP Certification. I have attached that listing.

1.7 SUBMITTALS

All submittals are due as scheduled. Work will not proceed until all submittals are received and approved. The project manager reserves the right to adjust the due dates of the submittals based on Contractor performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error shall be re-performed and corrected at the Contractor's expense.

A. Submittals Required with Bid Documents include:

1. List of references per Part II Section 7.
2. Documentation of Certification of PACP Software

2.7 PRE-QUALIFICATIONS

- A. The successful low bidder must have an onsite field Supervisor or Foreman with a minimum five (5) years of experience specializing in the cleaning and televising of sewers. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of two references that can be used to verify this experience. The references must be contract managers or people of authority over cleaning and televising work performed by the Contractor.
 - 1. The Contractor shall also provide 5 similar projects utilizing cleaning and inspection equipment as proposed for this project.
 - 2. The Contractor must have foreman or supervisors meeting all pre-qualifications for the duration of the contract.
- B. PACP/MACP Requirements
 - 1. Current NASSCO PACP & MACP certification of all CCTV operators working on this project will be required for all CCTV work.
 - 2. Database shall be an unmodified NASSCO-PACP/MACP (Current Version) Certified Access Database.
 - 3. CCTV Software shall be NASSCO-PACP/MACP (Current Version) certified.
 - 4. CCTV inspections (Video and Data Collected) will be conducted entirely in electronic format

PACP (Pipeline Assessment Certification Program) is an industry standardization for providing consistent coding of defects observed in sewage collection systems. Vendors utilize data collection software that includes this uniform coding system that a trained/certified operator would use to document the condition of a pipe, manhole or sewer lateral.

I would suggest we reach out to Kenyon and request some documentation that the data collection software to be used is in fact PACP compliant and that the operators being deployed to Watertown are those listed with current certifications.

Other than those items, I see no other issues with this bid.

Regards, Pat.

Res No. 6

May 6, 2024

To: City Council Members

From: Eric Wagenaar, City Manager

Subject: Adopting the City of Watertown Flag Policy

In an effort to ensure the consistent and respectful display of flags and address past city council inquiries regarding a policy for flags displayed at city buildings, a flag policy that honors national, state, and local identities as well as recognizes the sacrifices of our service members has been drafted.

A resolution adopting the City of Watertown Flag Policy is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Adopting the City of Watertown Flag Policy

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City of Watertown upholds the values of remembrance, respect, and community unity through the display of flags at City buildings; and

WHEREAS, it is imperative to establish a consistent and respectful flag policy that honors national, state, and local identities as well as recognizes the sacrifices made by Prisoners of War (POWs) and those Missing in Action (MIAs); and

WHEREAS, including the United States flag, New York State flag, POW/MIA flag, Tree City USA flag, and any future City of Watertown flag aligns with our commitment to displaying meaningful and significant symbols;

THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that a flag policy be formally adopted to mandate the exclusive display of the United States flag, New York State flag, POW/MIA flag, Tree City USA flag, and any officially designated City of Watertown flag at all City buildings;

THEREFORE BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon approval.

Seconded by _____

April 30, 2024

To: The Honorable Mayor and City Council

From: Geoffrey Urda, Planner and Meredith Griffin, Civil Engineer II

Subject: Amending City Municipal Code § 293: Vehicles and Traffic

As discussed in a Staff Report to City Council, dated March 26, 2024 and included on the April 1, 2024 City Council agenda, Planning and Engineering Staff evaluated multiple street segments across the City in response to prior communications from citizens regarding Parking Code, as well as segments affected by City projects.

Staff recommended three Parking Code amendments, which included:

- **Cedar Street**, where a request was received from an adjacent commercial property owner to prohibit on-street parking on a segment with a paved margin with above-ground utilities. Staff recommended approving the request.
- **Court Street**, where the City's Downtown Revitalization Initiative (DRI) Streetscape Project replaced old cobra light poles with Victorian ornamentals but did not replace all parking signage. The DRI project has also converted most of the on-street parking to reverse angle parking, with the exception of a few spaces at the southeast (Public Square) end. Staff recommended implementing Barton & Loguidice's design, which would add two 30-minute parking spaces to the southeasternmost segment.
- **Leray Street**, which is on the 2025-26 Capital Projects list for a complete reconstruction. Staff recommended prohibiting on-street parking for the full length of Leray Street due to multiple T-intersections in close proximity that do not align and several commercial driveways that produce significant uncontrolled turning activity for the length of the street.
- **Factory Street**, on which Staff recommends no changes, but which requires removing a segment from the No Standing schedule to reflect existing conditions after the 2014 reconstruction.

The Ordinance attached for City Council consideration approves all applicable parking code amendments as recommended in the Staff Report as well as formalizing all the City's angle and reverse angle parking downtown.

The proposed amendments are a Type II Action pursuant to SEQRA under 6 CRR-NY 617.5(c)(22), "*installation of traffic control devices on existing streets, roads and highways*," and identified as an action that does not significantly impact the environment or is otherwise precluded from environmental review under SEQR. Therefore, environmental review under SEQRA is not required.

ORDINANCE

Page 1 of 2

Amending City Municipal Code § 293,
Vehicles and Traffic

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

BE IT FURTHER ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 293, Vehicles and Traffic to **add** the following:

§ 293-61. Schedule XIII: Parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Cedar Street	West	From Coffeen Street to a point 170 feet south
Court Street	North	From Public Square to a point 90 feet northwest
Leray Street	Both	From Main Street West to the City boundary
Public Square	North	From a point 290 feet west of Mill Street to a point 280 feet east of Court Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to **delete** the following:

§ 293-63. Schedule XV: No Standing

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Factory Street	South	From Mill Street to Polk Street

and,

BE IT FURTHER ORDAINED that Chapter § 293-31: Angle Parking is retitled as “Chapter § 293-31: Angle Parking and Reverse Angle Parking” and amended as follows, with **bold** text added and stuck through text eliminated:

“No person shall park a vehicle upon any of the streets or parts thereof described in Schedule XXII (§ 293-70), attached to and made a part of this chapter, except at the angle designated and only within the painted stall lines. On all streets or portions thereof where angle **or reverse angle** parking is now or shall hereafter be authorized, all vehicles parked thereon shall be parked ~~with the front thereof nearest the curb~~ **in the manner prescribed by applicable striping and signage.**”

ORDINANCE

Page 2 of 2

Amending City Municipal Code § 293,
Vehicles and Traffic

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

and,

BE IT FURTHER ORDAINED that Chapter § 293-70 Schedule XXII: Angle Parking is retitled as “Chapter § 293-70 Schedule XXII: Angle and Reverse Angle Parking” and amended to **add** the following:

§ 293-70. Schedule XXII: Angle and Reverse Angle Parking

<u>Name of Street</u>	<u>Side</u>	<u>Angle</u>	<u>Location</u>
Court Street	North	Reverse Angle	From a point 430 feet northwest of Public Square to Coffeen Street
Public Square	North	Front Angle	From Mill Street to a point 290 feet west
Public Square	North	Front Angle	From Court Street to a point 280 feet east
Public Square	South	Front Angle	From Washington Street to State Street
Washington Street	East	Front Angle	From Public Square to a point 280 feet south
Washington Street	West	Front Angle	From Public Square to Stone Street

and,

BE IT FURTHER ORDAINED that Chapter § 293-37.1: Thirty-minute parking zones is amended to **add** the following:

Street or Lot	30-Minute Parking Zone
Public Square and Court Street	Any space that the City posts or marks as a 30-minute time-limited space

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

April 30, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance – Western Outfall Trunk Sewer Rehabilitation

Included in the Fiscal Year 2022-23 and 2023-24 Capital Budgets was a project to rehabilitate the Western Outfall Trunk Sewer at an estimated cost of \$250,000 and \$3,200,000 respectively. Earlier tonight, City Council was presented with a resolution to accept the bid from Kenyon Pipeline Inspection, LLC for sewer main and manhole cleaning and inspection services in the amount of \$109,015. As this agreement will exceed the amount of the bond ordinance approved by City Council on September 6, 2022 a bond ordinance amendment is required.

Please note that the actual borrowing authorized in the following bond ordinance will not occur in the near term and only when there is a much larger project to undertake. There is a possibility depending on the results of the current fiscal year that both of these projects can be funded with current resources and not with debt.

Kenyon Pipeline Inspection, LLC	
- sewer main and manhole cleaning and inspection services	\$ 109,015
National Water Main Cleaning Company	
– manhole rehabilitations	196,550
Estimated bonding fees and contingency	<u>44,435</u>
Total Amended Bond Ordinance	<u>\$ 350,000</u>

ORDINANCE

Page 1 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, on May 6, 2024, at 7:00 o'clock P.M., Eastern Time.

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

PRESENT:**ABSENT:**

The following ordinance was offered by _____, who moved its adoption, seconded by _____, to wit:

BOND ORDINANCE DATED MAY 6, 2024.

AN ORDINANCE AMENDING THE ORDINANCE DATED SEPTEMBER 6, 2022, AUTHORIZING THE ISSUANCE OF \$250,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE REHABILITATION OF THE WESTERN OUTFALL TRUNK SEWER, IN AND FOR SAID CITY, TO INCREASE THE ESTIMATED MAXIMUM COST THEREOF AND THE AMOUNT OF BONDS AUTHORIZED TO \$350,000.

WHEREAS, by ordinance dated September 6, 2022, the Council of the City of Watertown, Jefferson County, New York (the "City"), authorized the issuance of \$250,000 bonds of said City to pay the cost of the rehabilitation of the Western Outfall Trunk Sewer, in

ORDINANCE

Page 2 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

and for the City, which is expected to include sealing leaking manhole structures, identifying and removing cross connections with storm sewers, additional flow monitoring and incidental expenses in connection therewith; and

WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the aforesaid project from \$250,000 to \$350,000 (an increase of \$100,000), and to update the project description and the period of probable usefulness assigned thereto; and

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

Section A. The ordinance dated September 6, 2022, authorizing the issuance of \$250,000 bonds to pay the cost of the rehabilitation of the Western Outfall Trunk Sewer, in and for the City, which is expected to include sealing leaking manhole structures, identifying and removing cross connections with storm sewers, additional flow monitoring and incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$250,000, in and for the City, is hereby amended, in its entirety to read as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE REHABILITATION OF THE WESTERN OUTFALL TRUNK SEWER, IN AND FOR SAID CITY.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

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

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

ORDINANCE

Page 3 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Section 1. For the specific object or purpose of for paying cost of the rehabilitation of the Western Outfall Trunk Sewer, in and for the City, including removal of cross connected storm drains, storm sewer extensions, sanitary sewer cured in place lining, installation of backflow preventers and incidental expenses in connection therewith, there are hereby authorized to be issued \$350,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$350,000 and that the plan for the financing thereof is by the issuance of the \$350,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

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

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

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

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

ORDINANCE

Page 4 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

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

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

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

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

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures

ORDINANCE

Page 5 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

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

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

(1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times the official newspaper of the City, together with a notice

ORDINANCE

Page 6 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

(1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with,
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

Section D. This ordinance is effective immediately.

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

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

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The ordinance was thereupon declared duly adopted.

ORDINANCE

Page 7 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

* * * * *

APPROVED BY THE MAYOR

_____, 2024.

Mayor

STATE OF NEW YORK)

) ss.:

COUNTY OF JEFFERSON)

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on May 6, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

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

Newspaper and/or Other News Media

Date Given

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

ORDINANCE

Page 8 of 8

An Ordinance Amending the Ordinance Dated September 6, 2022 Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York to Pay the Cost Of the Rehabilitation of the Western Outfall Trunk Sewer, in and for Said City, to Increase The Estimated Maximum Cost Thereof and The Amount of Bonds Authorized to \$350,000.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

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

Designated Location(s) of Posted Notice Date of Posting

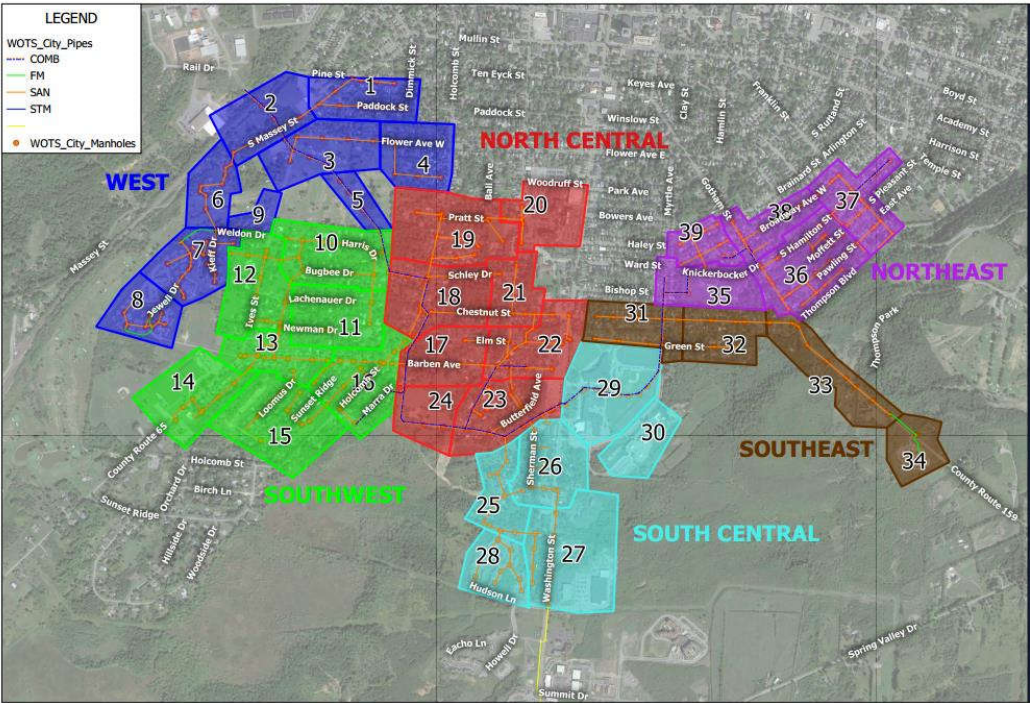
Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on May ____, 2024.

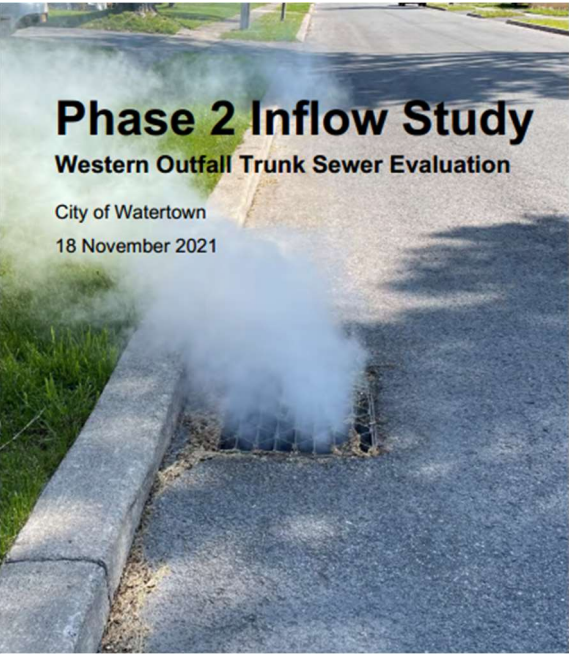
City Clerk
(CORPORATE
SEAL)

Seconded by _____

FISCAL YEAR 2022-2023 CAPITAL BUDGET INFRASTRUCTURE SANITARY SEWER

PROJECT DESCRIPTION	COST
<p>Western Outfall Trunk Sewer Rehabilitation</p> <p>This request is part of the continuing rehabilitation of the Western Outfall Trunk Sewer to reduce inflow and infiltration. Based on the review of data collected from manhole inspections and pipeline smoke testing conducted in 2021, several sources of inflow were identified as contributing factors to backups and surcharging within the Western Outfall drainage basin. The planned rehabilitation efforts include sealing leaking manhole structures, identifying and removing cross connections with storm sewers as well as additional flow monitoring to further define sources of inflow. The net result of the planned rehabilitation will be the reduction of sewer backups and the increase in carrying capacity for the pipe network.</p>  <p>Funding to support this project will be through the issuance of a 15-year serial bond with projected FY 2023-24 debt service of \$23,542.</p>	<p>\$250,000</p>
TOTAL	\$250,000

**FISCAL YEAR 2023-2024
CAPITAL BUDGET
INFRASTRUCTURE
SANITARY SEWER**

PROJECT DESCRIPTION	COST
<p>Western Outfall Trunk Sewer Rehabilitation</p> <p>This request is to design and execute projects identified in the Western Outfall Trunk Sewer (WOTS) Evaluation, Phase 2 Inflow Study with the intent to reduce wet weather inflow & infiltration that is creating over capacity situations within the WOTS network.</p> <p>The City has received a Notice of Violation from NYS DEC because of illicit combined sewer discharges into the Beaver Meadows Wetland caused by these overcapacity events. Although infrequent, continuing discharges will result in future consent orders and potential monetary fines.</p>  <p>Although the majority of the WOTS is a separated sewer, there exists significant inflow of storm water during heavy rain events and rapid snow melts. Projects identified in the study include removal of cross connected storm drains, storm sewer extensions, sanitary sewer cured in place lining, installation of backflow preventers for residential locations, and coordination with the Town of Watertown to address inflow issues within their collection system.</p> <p>Funding to support this project will be through the issuance of a 15-year serial bond with projected FY 2024-25 debt service of \$341,333.</p>	<p>\$3,200,000</p>
TOTAL	\$3,200,000



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601
PHONE: 315-785-7741 – FAX: 315-782-9014

TO: Planning Commission Members

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

PRIMARY REVIEWERS: Sharlice Bonello, Planner; and Geoffrey Urda, Planner

SUBJECT: Zone Change – **1316 Rear Ives Street** and **1200 Rear Jewell Drive**, Parcel Numbers 14-49-116.000 and 14-49-117.000

DATE: March 28, 2024

Request: To Change the Approved Zoning Classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000 from Residential to Planned Campus

Applicant: Robert J. Busler, P.L.S. on behalf of Prime, LLC

Owner(s): Prime, LLC

SEQRA: Unlisted

County Review: Yes

Comments: The applicant seeks to rezone the subject parcels from Residential to Planned Campus. The applicant does not describe any specific outcome that the property owner seeks to accomplish with the proposed rezoning other than to create continuity with adjacent parcels that are already zoned Planned Campus. The applicant also does not describe any specific future development plans for the parcels. The cover letter only identifies residential uses such as affordable housing, Senior Housing, Townhouses and apartment buildings as development that *could* occur.

The City's Zone Change Application requires the cover letter to describe what the applicant seeks to establish with the proposed Zone Change (e.g. the intended future use of the property) and any other information that will aid the Planning Commission and City Council in comprehending the request. The cover letter should also address whether the proposed rezoning is consistent with the City of Watertown's adopted Comprehensive Plan, and if it is not, the rationale for why the Planning Commission and City Council should grant the request.

The applicant should be prepared to explain what they seek to accomplish with the requested rezoning including any intended future uses.

Existing Conditions: The subject parcels are presently classified as Residential Vacant Land. However, they contain former golf holes of the Ives Hill County Club (IHCC), dating to its previous existence as an 18-hole course. IHCC presently operates as a nine-hole course on adjacent and other nearby parcels. The holes on the subject parcels are no longer part of the course.

The subject parcels are bounded on the north by the remaining nine-hole golf course, which is in a Residential zone. They are bounded on the east by the Ives Hill Retirement Community and the Immaculate Heart Central High School, both of which are in the Planned Campus zone that the applicant references. The subject parcels are bounded to the south by the City Boundary with the Town of Watertown, with more former golf holes owned by Prime, LLC occupying the parcels on the Town side of the boundary. Finally, the subject parcels are bounded on the west by a freight rail track owned by CSX Transportation. The rail parcel itself is zoned Industrial, with the Residential zone resuming on the western side of the railroad tracks. The enclosed map depicts the zoning of the subject parcels and all surrounding parcels.

The Planning Commission should note that the parcels are landlocked and would require an easement to access them from any public Right-of-Way.

Zoning and the Comprehensive Plan: The City's adopted Comprehensive Plan recommends the future land use for this area as Residential Low Density. The Comprehensive Plan envisions the Residential Low Density character area as follows:

Residential Low Density: *"These are low density residential areas where the primary use is single and two-family homes. Lot sizes vary from medium to large. Streets are lined with sidewalks and there is ample greenery. Homes are set back from the sidewalk with front yards and parking is at the side or behind but never in the front yard."*

The applicant's cover letter states that if the two parcels are rezoned to Planned Campus, new potential projects could include Affordable Housing, Senior Housing, Townhouse, and Apartment Buildings. In addition to the residential uses noted above, Commercial uses that would be allowed in the Planned Campus district include, but are not limited to, a bed and breakfast, inn, bar, restaurant, café, brewpub, clinic, and offices.

In discussions with both City and County Planning Staff members, the applicant has proposed imposing deed restrictions to limit or restrict Commercial uses that would not be compatible within the existing neighborhood. The Planning Commission should note that even though these deed restrictions could be added to a deed, the same individual that added the restrictions could also remove them. Additionally, such deed restrictions are not enforceable by the City Council, Planning Commission or Planning Staff as they are a private matter and would not stop Commercial uses from being established on the parcel. Deed restrictions are extremely difficult to enforce as someone with the ability to make a complaint would need to demonstrate that the restriction was violated.

Additionally, even after imposing deed restrictions to limit or restrict Commercial Use, the proposed uses of apartments and townhomes is not in harmony with the Residential Low Density land use as defined above, and single-unit and two-unit dwellings are not an allowed use in the Planned Campus district. The Residential zoning district only allows Single- and Two-Unit Dwellings which is in harmony with the Residential Low Density land use definition and

implements the Comprehensive Plan. Rezoning the subject parcels to Planned Campus would go against the recommended future land use for the parcels as envisioned in the Comprehensive Plan.

The applicant cites Recommendation NH.3 of the Comprehensive Plan, which states “*Promote a variety of housing types, forms and affordability levels.*” However, these more intense uses are more appropriate in other future land use character areas, such as Residential Medium, Residential Apartments, Urban Mixed Use and Corridor Mixed Use.

Lastly, the applicant refers to the surrounding Planned Campus Parcels, specifically parcels 14-49-113.000, 14-49-101.004, and nearby parcel 14-49-102.000 stating that these neighboring properties have the right to pursue all uses listed under Planned Campus. However, each of these parcels had already been developed prior to the adoption of the 2023 Zoning Ordinance, and in the cases of two of them, the Planned Campus District only serves as the underlying zoning district to existing PDDs. In both cases, the PDD is still the law of the land, and the Planned Campus zoning would not take effect unless the PDD were abandoned.

As discussed with the applicant earlier this month, an alternative way forward to develop 1316 Rear Ives St and 1200 Rear Jewell Drive with the proposed uses listed in the cover letter is to apply for a PDD that would contain the two parcels stated above **and** provide a proposed development plan for the parcels. This would require the applicant to provide a conceptual site plan and a list of proposed uses that the Planning Commission could review and recommend to City Council for approval if they see fit. If the applicant does not wish to take these steps and there is an interested developer for the parcels, that developer could apply for the parcels to be rezoned to PDD and condition the purchase offer on the approval to rezone the parcels PDD by City Council. This will not hold the potential buyer to purchase any parcels unless they get approved to rezone the parcels PDD along with their proposed development.

Engineering Comments: Even though the applicant is not proposing to develop any new uses for the parcels, Engineering provided the following questions that any future developer would need to answer for any proposed future uses on the subject parcels:

- What will these two parcels be used for? How would future construction be completed and how would the Western Outfall Trunk Sewer be affected? What would be the sewer flows entering and/or leaving the area.
- Where is the location of the existing easements and will they be affected?
- There are three Storm Sewer lines running through these two parcels. The Engineering Department has attached a map depicting their locations. There is also a Storm Outlet on 1316 Rear Ives Street

Code Enforcement Comments: Additionally, the City Bureau of Code Enforcement Bureau identified the following requirements for any potential future applicant when developing any new uses on the parcels:

- Fire hydrants to be installed at locations that Code Enforcement finds necessary.
- Fire apparatus access roads will need to be installed when the site is developed.

Jefferson County 239-m Review: At its March 26, 2024, meeting, the Jefferson County Planning Board reviewed the request pursuant to General Municipal Law Section 239-m. At that meeting, the Board adopted a motion recommending disapproval. A copy of the letter from the County stating their reasoning is attached.

SEQR: The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the Zone Change. The City Council, as the lead agency, will complete Part 2 of the EAF and make a determination of significance.

Miscellaneous: Two zone change maps have been provided by the City for review. Both maps reflect the same information, with one zoomed in and the other zoomed out to show surrounding land uses.

The applicant shall note that as a part of any potential future development review, Staff will require the applicant (or any future property owner) to describe the intended access to 1316 Rear Ives Street and 1200 Rear Jewell Drive, as neither parcel fronts on a public street or Right-of-Way (ROW).

Planning Commission Action: For zone changes, the Planning Commission is responsible for making a recommendation to the City Council. The City Council will then vote on the zone change after holding a public hearing.

cc: City Council Members

Thomas Compo, City Engineer

Meredith Griffin, Civil Engineer II

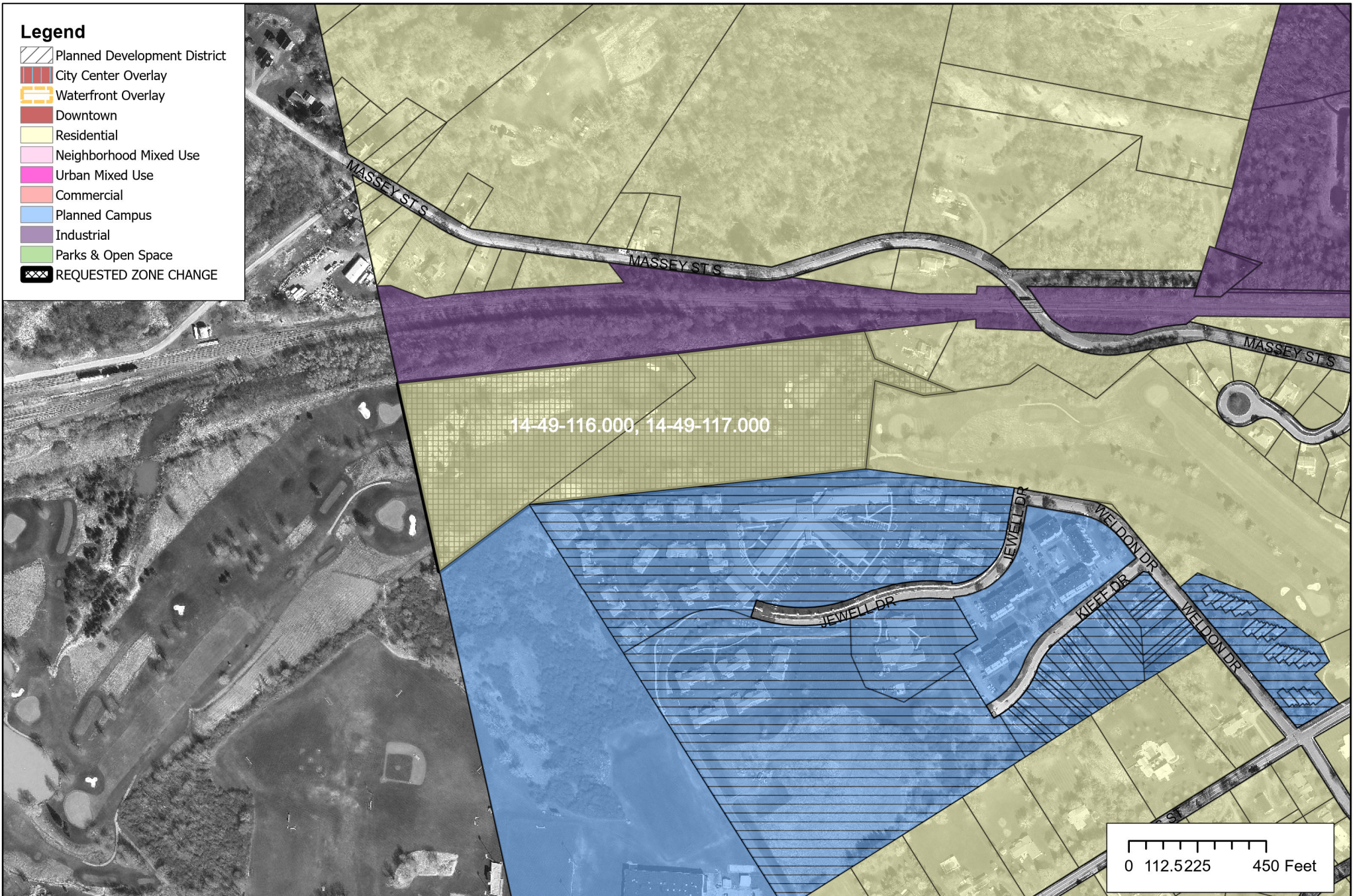
Dana Aikins, Code Enforcement Supervisor

Prime, LLC; Managing Member PJ Simao, 137 Main Avenue, Floor 3, Watertown, NY 13601

Robert J. Busler, PLS, LaFave, White & McGivern 133 Commercial Street, P.O. Box 679,
Theresa, NY 13691

Legend

-  Planned Development District
-  City Center Overlay
-  Waterfront Overlay
-  Downtown
-  Residential
-  Neighborhood Mixed Use
-  Urban Mixed Use
-  Commercial
-  Planned Campus
-  Industrial
-  Parks & Open Space
-  REQUESTED ZONE CHANGE



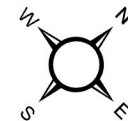
CITY OF WATERTOWN GIS

245 WASHINGTON STREET
2ND FLOOR
WATERTOWN, NEW YORK 13601

(315) 785-7793
gis@watertown-ny.gov

Residential to Planned Campus
1316 Rear Ives St & 1200 Rear Jewell Dr
(14-49-116.000, 14-49-117.000)

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.



ZONE CHANGE MAP

Requested By: Sharlice Bonello

Author: mowen

Date: 1/25/2024

Scale : 1 in= 417 ft



Michael J. Bourcy
Director of Planning

Department of Planning
175 Arsenal Street, 3rd Floor
Watertown, NY 13601

(315) 785-3144

March 28, 2024

Sharlice Bobello
City of Watertown
245 Washington Street, Room 305
Watertown, NY 13601

Re: Prime, LLC, Zoning Map Amendment, Planned Campus, JCDP File # C 2 - 24

Dear Sharlice,

On March 26, 2024, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion to recommend disapproval, based on the intermunicipal impact of a potential high density residential development adjacent to the Town's low density residential area and potential resulting traffic flow into that portion of the Town through a single-family neighborhood. The Board also concluded that the proposal does not conform to the City's Comprehensive Plan.

During the review, the County Planning Board identified that New York State General City Law Section 28-a, paragraph 12 (a) requires zoning amendments to be made in accordance with a comprehensive plan. The local board should ensure that this amendment is consistent with the City of Watertown's Comprehensive Plan adopted in 2019.

The two parcels do not have direct access to a public road. Possible access could occur through the former golf course property, owned by the applicant, to the west located in the Town of Watertown. Traffic from potential high density residential development accessing through the Town would impact the single-family areas along Ives Street. Resulting in an intermunicipal traffic impact.

Furthermore, the Board has the following local advisory comments:

The City's Future Land Use map calls for low density residential in this area. The adjacent Ives Hill Retirement Community consists of eight single family and seventeen two-family structures as well as the Congregate and Lodge buildings with apartments. The Immaculate Heart Central (IHC) School property is also adjacent. Of note, Ives Hill Retirement Community is zoned PDD, restricted to the use and parameters set when approved as a PDD.

In conversations with City Planning staff regarding the Comprehensive Plan process and Zoning Committee rewrite process, the golf course property in this area was discussed and the consensus of the Committee was that the area should remain low density residential, therefore it was zoned Residential during the zoning update process in 2023.

The local board should consider the impact of rezoning the two properties Planned Campus from its current Residential District, which would allow higher density residential and not allow single family residences and duplexes that predominate the area within the City. The area in the Town is zoned Residential 3 and the predominant land uses, with the exception of a school, are single family homes. Thus, the rezoning will potentially have an intermunicipal impact on the Town of Watertown if high-density residential uses were developed.

Lastly, the proposal includes wording that states the applicant is "willing to commit to restrictive covenants on the two parcels that could limit the uses to affordable housing, senior housing, apartments, townhouses, or residential." The local board should consult with their attorney to determine what the enforcement mechanism is for restrictive covenants. Typically multiple parties that share the same deed restrictions such as those in a housing development would have to sue to enforce adherence. In this case the project is comprised of only two parcels, therefore any others may lack standing, possibly being unable to bring forth enforcement actions.

The applicant has the option of proposing a PDD along with the uses and standards for a specific project, which then could be enforced by the City.


Consistent with General Municipal Law, Section 239nn, the local board should notify the neighboring municipality of the public hearing on the proposed zoning amendment.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy R. Nevin", with a stylized flourish at the end.

Andy R. Nevin,
Senior Planner

LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS
THERESA - BOONVILLE

March 12, 2024

Michael A. Lumbis, Planning and Community Development Director
245 Washington Street
Watertown, New York 13601

Re: Prime, LLC - Zone Change Request

Dear Mr. Lumbis:

On behalf of Prime, LLC, resubmitted herewith is documentation regarding a request for a Zone Change for parcels designated as 1316 Rear Ives Street (tax parcel 14-49-116.000) and 1200 Rear Jewell Drive (tax parcel 14-49-117.000) in the City of Watertown. The purpose of this request is to be able to expand the allowable residential uses while at the same time limiting allowable commercial uses that may not be compatible in a residential area.

Both of these parcels are presently located within the Residential Zoning District under the City of Watertown Zoning Ordinance Update dated February 21, 2023. The intent of this application is to change the parcels to the Planned Campus Zoning District, which will allow marketing the land to include the allowable Residential Uses listed in Section 310-18.a "Use Table". At the same time it is proposed to limit or restrict Commercial Uses listed in Section 310-18.b that may not be compatible within the encompassing Sherman Neighborhood. These limits or restrictions can be defined through proposed recorded restrictive covenants.

Granting this change will create continuity with the current Planned Campus designation of adjoining tax parcel 14-49-113.000 (IHC School), adjoining tax parcel 14-49-101.004 (Ives Hill Retirement Community) and nearby tax parcel 14-49-102.000 (Maple Housing Development) to the southeast, although, my client intends to restrict his land from the potential Commercial Uses listed above that these neighboring properties have the right to pursue.

The City of Watertown Comprehensive Plan lists the following (among others) as Plan Goals on page 22:

- **Goal 1:** *Strengthen community-building efforts, retaining and attracting more residents to the City.*
- **Goal 7:** *Position Watertown as a sustainable, competitive community for the future.*
- **Goal 8:** *Make Watertown more attractive to developers, investors, and businesses.*

The Comprehensive Plan also includes the following "Recommendations for Neighborhoods and Housing":

- **Section NH.3:** • **Promote a variety of housing types, forms, and affordability levels.**
 - **Creating attractive neighborhoods means considering the needs of various populations now and in the future. The City should promote a variety of housing types, forms, tenure and affordability levels including townhouses and multi-unit buildings. A tightening rental market should support new apartment development at a variety of price points.**
- **Section NH.4:** • **Promote age-friendly, adaptive, intergenerational senior housing, amenities, and facilities.....**

LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS
THERESA - BOONVILLE

- Section NH. 4b: • Support variety in senior housing.....including adaptive housing, in intergenerational and shared housing, naturally occurring retirement communities (NORC), supportive housing and assisted living options that enable seniors to age in place....
- Section NH. 4c: • Support future efforts to create a Senior Center....the City should support future efforts to develop a Senior Center(s) or similar facility in selected neighborhoods.....


The strategies listed above included in the “Recommendations for Neighborhoods and Housing” are noted in the Comprehensive Plan as supporting Goal 1 or Goal 7 listed above. It is my client’s belief that these Goals will also be supported through granting a zone change to the Planned Campus District, opening the opportunity for the allowable Residential Uses listed in the Section 310-18.a “Use Table” as development potential for the subject Prime LLC properties.

My client is well aware of the concerns of both the City’s Planning Department and the County’s Planning Department and Planning Board as a result of our previous application and conversations with Mr. Lumbis, Mr. Bourcy and Mr. Nevin. My client is willing to make concessions to alleviate those concerns by eliminating some of the current allowable uses in the Planned Campus Zoning through deed restrictions. As my client has before stated the proposed uses could be Affordable Housing, Senior Housing, Apartments, Townhouses or Residential, and is willing to commit to those uses. The properties to the east of my client’s were rezoned to the Planned Campus Zoning in February 2023 and the zoning that currently exists on those properties today allows the uses that are of concern to both the City and the County.

Currently there are no engineered conceptual or design plans to present and discuss proposed access and utilities. It is anticipated that these items and all other requirements will be addressed during future site plan review with the governing boards. The survey map provided as part of this application depicts existing conditions.

Included herewith are 16 collated “sets” of the cover letter, application, authorization letter, Short Environmental Assessment Form, Image Mate Online property reports, GIS aerial maps, zoning map, legal description and survey map.

Feel free to contact me anytime if you have any questions or need additional information. I will attend the required meetings to answer questions.



LaFave, White & McGivern, L.S., P.C.
Robert J. Busler, P.L.S., President



City of Watertown
ZONE CHANGE APPLICATION FORM

City of Watertown, Planning and Community Development Dept.
245 Washington Street, Room 305, Watertown, NY 13601
Phone: 315-785-7741 Email: planning@watertown-ny.gov

Received:

PROPERTY INFORMATION:

PROPERTY ADDRESS: 1316 Rear Ives Street and 1200 Rear Jewell Drive

TAX PARCEL NUMBER(S): 14-49-116.000 and 14-49-117.000

CURRENT ZONING DISTRICT: Residential PROPOSED ZONING DISTRICT: Planned Campus

APPLICANT INFORMATION:

APPLICANT NAME: Prime, LLC; PJ Simao, Managing Member

APPLICANT MAILING ADDRESS: 137 Main Avenue, Floor 3; Watertown, N.Y. 13601

PHONE NUMBER: 315-727-7000 E-MAIL: pj@dealmakerusa.com

PROPERTY OWNER INFORMATION (if different from applicant):

PROPERTY OWNER NAME: Prime, LLC

PROPERTY OWNER MAILING ADDRESS (if different from subject parcel): same

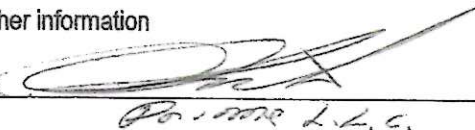
PHONE NUMBER: E-MAIL:

CHECKLIST (please include all of the following in addition to this application form):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cover Letter* | <input checked="" type="checkbox"/> Tax Map with subject parcel highlighted* |
| <input checked="" type="checkbox"/> Site Drawing (if applicable)* | <input checked="" type="checkbox"/> State Environmental Quality Review (SEQR) form* |
| <input checked="" type="checkbox"/> Metes and Bounds description | <input type="checkbox"/> Written Support of Adjoining Property Owners (if applicable) |
| <input checked="" type="checkbox"/> \$125 application fee* | <input checked="" type="checkbox"/> Electronic Copy of Entire Submission (PDF Preferred) |

*See appendices for further information

Applicant Signature:


Prime L.L.C.

Date:

1/15/24

Property Owner Signature (if different)

Date:


LETTER OF AUTHORIZATION


Let it be known that LaFave, White & McGivern, LS, PC has been retained to act as agent to perform all acts for development on my property identified below.


Please Check One of the Following:


☐ Minor Subdivision ☐ Major Subdivision ☐ Site Plan
☒ Zone Change
☐ Site Plan Modification ☐ Special Use Permit ☐ Lot Line Adjustment

These acts include: (please initial the acts you are authorizing)

 Pre-application conferences with ^(City) ~~Town~~ staff, filing applications and/or other required documents relative to all Planning Board applications

 Main point of contact for ^(City) ~~Town~~ staff

 Agent will be contacted on all matter instead of the owner

 Attend all Planning Board meetings on my behalf

Tax Parcel: 14-49-116.000 and 14-49-117.000

Address: 1316 Rear Ives Street and 1200 Rear Jewell Drive

PROPERTY OWNER(s):

Signature:  _____

Date: 1/14/24

Signature: _____

Date: _____

Printed Name(s): Prime, LLC; PJ Simao, Managing Member

Address: 137 Main Avenue, Floor 3

City: Watertown

State: NY

Zip: 13691

Phone: 315-727-7000

Fax: _____

AGENT:

Signature:  _____

Date: 01/15/2024

Printed Name: LaFave, White & McGivern, LS, PC; Robert J. Busler, PLS

Address: 133 Commercial Street, P.O. Box 679

City: Theresa

State: N.Y.

Zip: 13691

Phone: 315-628-4414

Fax: 315-628-4529

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

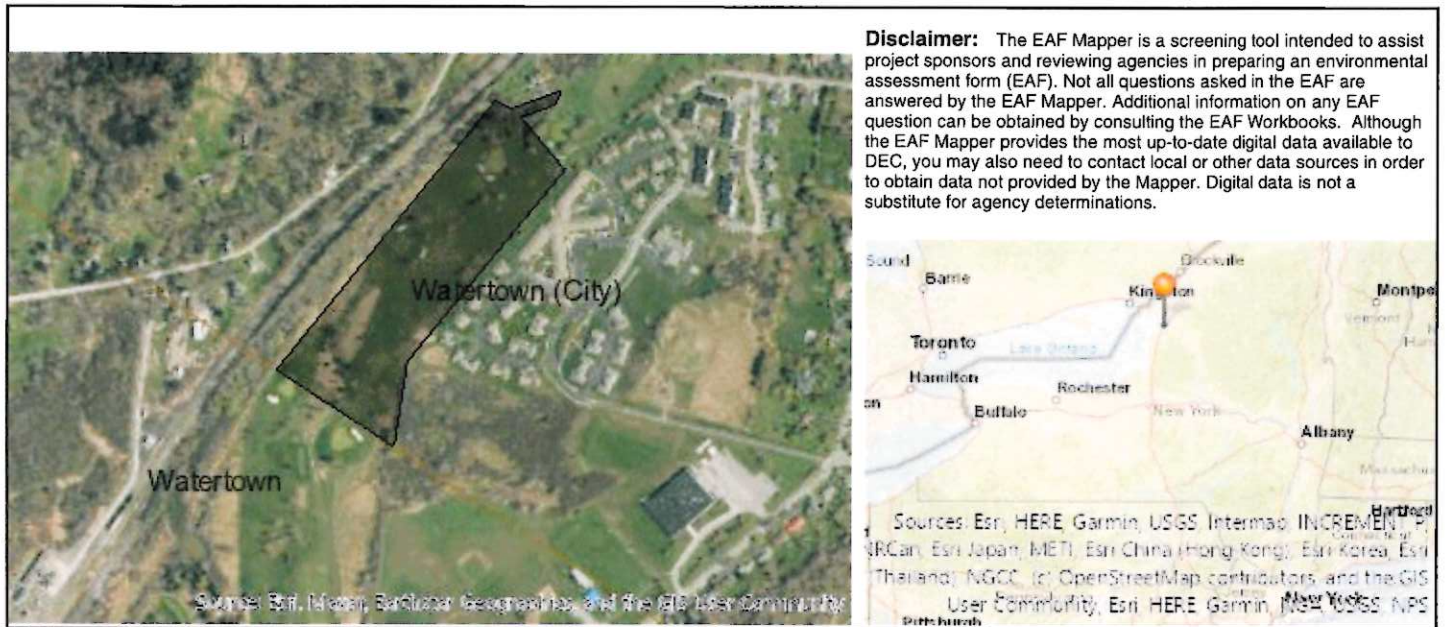
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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			
Name of Action or Project: Prime, LLC Zone Change Request			
Project Location (describe, and attach a location map): 1316 Rear Ives Street and 1200 Rear Jewell Drive, City of Watertown, Jefferson County			
Brief Description of Proposed Action: Tax parcels 14-49-116.000 (1316 Rear Ives Street) and 14-49-117.000 (1200 Rear Jewell Drive) are presently in the Residential Zoning District. The applicant is seeking approval for a Zone District change to the Planned Campus Zoning District.			
Name of Applicant or Sponsor: Prime, LLC; PJ Simao, Managing Member		Telephone: 315-727-7000 E-Mail: pj@dealmakerusa.com	
Address: 137 Main Avenue, Floor 3			
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: Jefferson County Planning, Watertown City Council Watertown Planning Commission		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		15.99 acres 0 acres 79 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 checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Railroad; Golf Course; School <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 <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <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 type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Municipal water service is available in the general vicinity of the property. Connection to this service will be analyzed during future site plan review.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Municipal wastewater utilities are available in the general vicinity of the property. Connection to this service will be analyzed during future site plan review.	NO <input checked="" type="checkbox"/>	YES <input 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 <input checked="" type="checkbox"/>	YES <input 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? (CRIS attached)	<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 <input checked="" type="checkbox"/>	YES <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 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 checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
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: LaFave, White & McGivern, LS, PC; Robert J. Busler, PLS Date: 03/12/2024		
Signature: <u>Robert J. Busler</u> Digitally signed by Robert J. Busler Date: 2024.03.12 08:01:12 -04'00' Title: <u>Land Surveyor</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
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

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

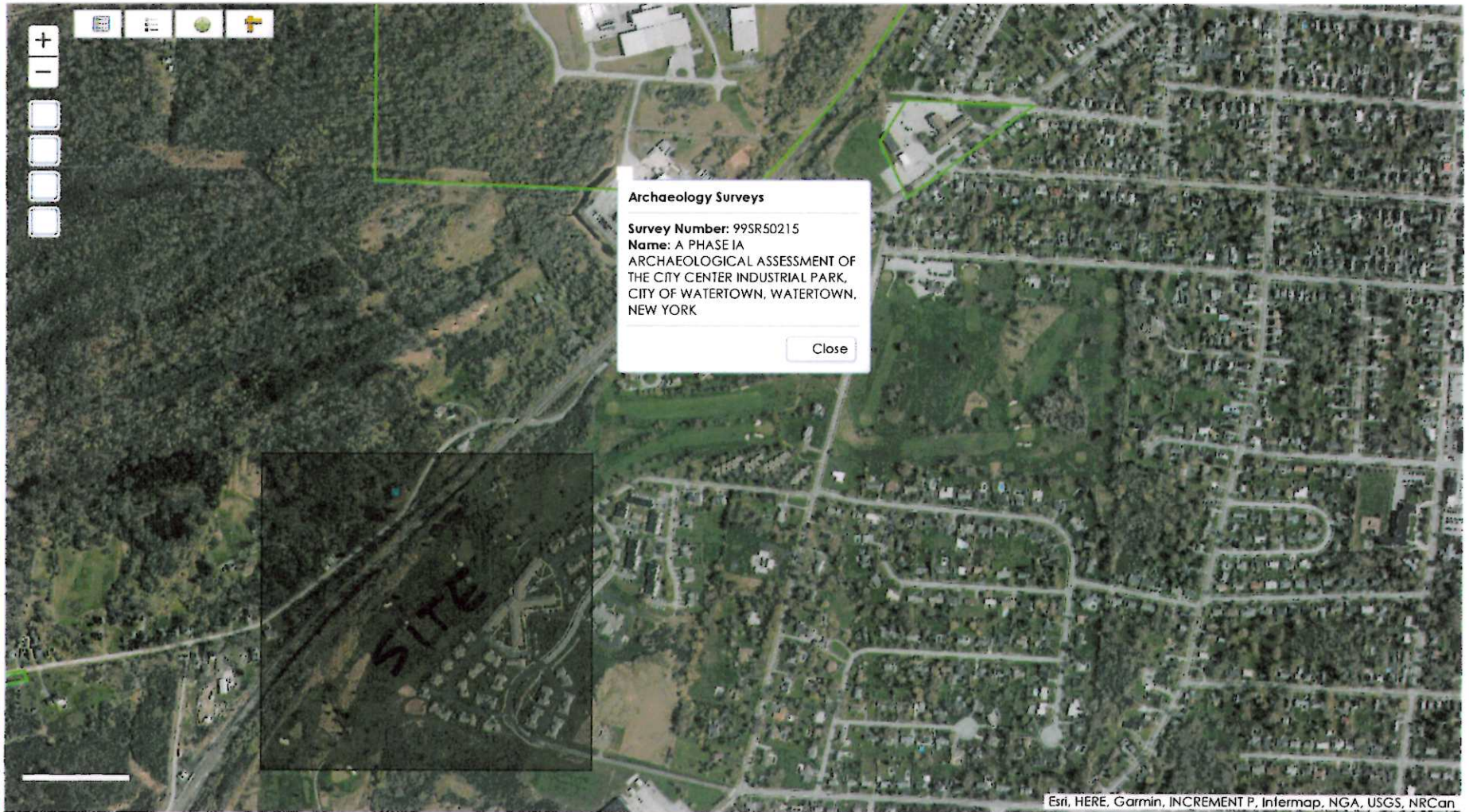
Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)



DE-126







Property Description Report For: 1316 Rear Ives St, Municipality of City of Watertown

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	221800
		Tax Map ID #:	14-49-116.000
		Account #:	09060380
		Property Class:	311 - Res vac land
		Site:	RES 1
		In Ag. District:	Error
		Site Property Class:	311 - Res vac land
		Zoning Code:	R - Residential
		Neighborhood Code:	00101
		School District:	Watertown
Total Acreage/Size:	7.97	Total Assessment:	2024 - Tentative \$75,800
Land Assessment:	2024 - Tentative \$75,800 2023 - N/A 2022 - N/A		2023 - N/A 2022 - N/A
Full Market Value:	2024 - Tentative \$94,800 2023 - N/A 2022 - N/A		
Equalization Rate:	----	Property Desc:	7.97 Acres 1449116
Deed Book:	2007	Deed Page:	1774
Grid East:	989967	Grid North:	1444055

Area

Living Area:	0 sq. ft.	First Story Area:	0 sq. ft.
Second Story Area:	0 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	0
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	0	Bathrooms (Full - Half):	0 - 0
Bedrooms:	0	Kitchens:	0
Fireplaces:	0	Basement Type:	0
Porch Type:	0	Porch Area:	0.00
Basement Garage Cap:	0	Attached Garage Cap:	0.00 sq. ft.
Overall Condition:	0	Overall Grade:	
Year Built:		Eff Year Built:	

Owners

Prime LLC
137 Main Ave Fl 3
Watertown NY 13601



Property Description Report For: 1200 Rear Jewell Dr, Municipality of City of Watertown

No Photo Available

Total Acreage/Size:	8.28	Status:	Active
Land Assessment:	2024 - Tentative \$78,400 2023 - N/A 2022 - N/A	Roll Section:	Taxable
Full Market Value:	2024 - Tentative \$98,000 2023 - N/A 2022 - N/A	Swis:	221800
Equalization Rate:	----	Tax Map ID #:	14-49-117.000
Deed Book:	2007	Account #:	11060790
Grid East:	990450	Property Class:	311 - Res vac land
		Site:	RES 1
		In Ag. District:	Error
		Site Property Class:	311 - Res vac land
		Zoning Code:	R - Residential
		Neighborhood Code:	00101
		School District:	Watertown
		Total Assessment:	2024 - Tentative \$78,400 2023 - N/A 2022 - N/A
		Property Desc:	8.28 Acres 1449117
		Deed Page:	1774
		Grid North:	1444623

Area

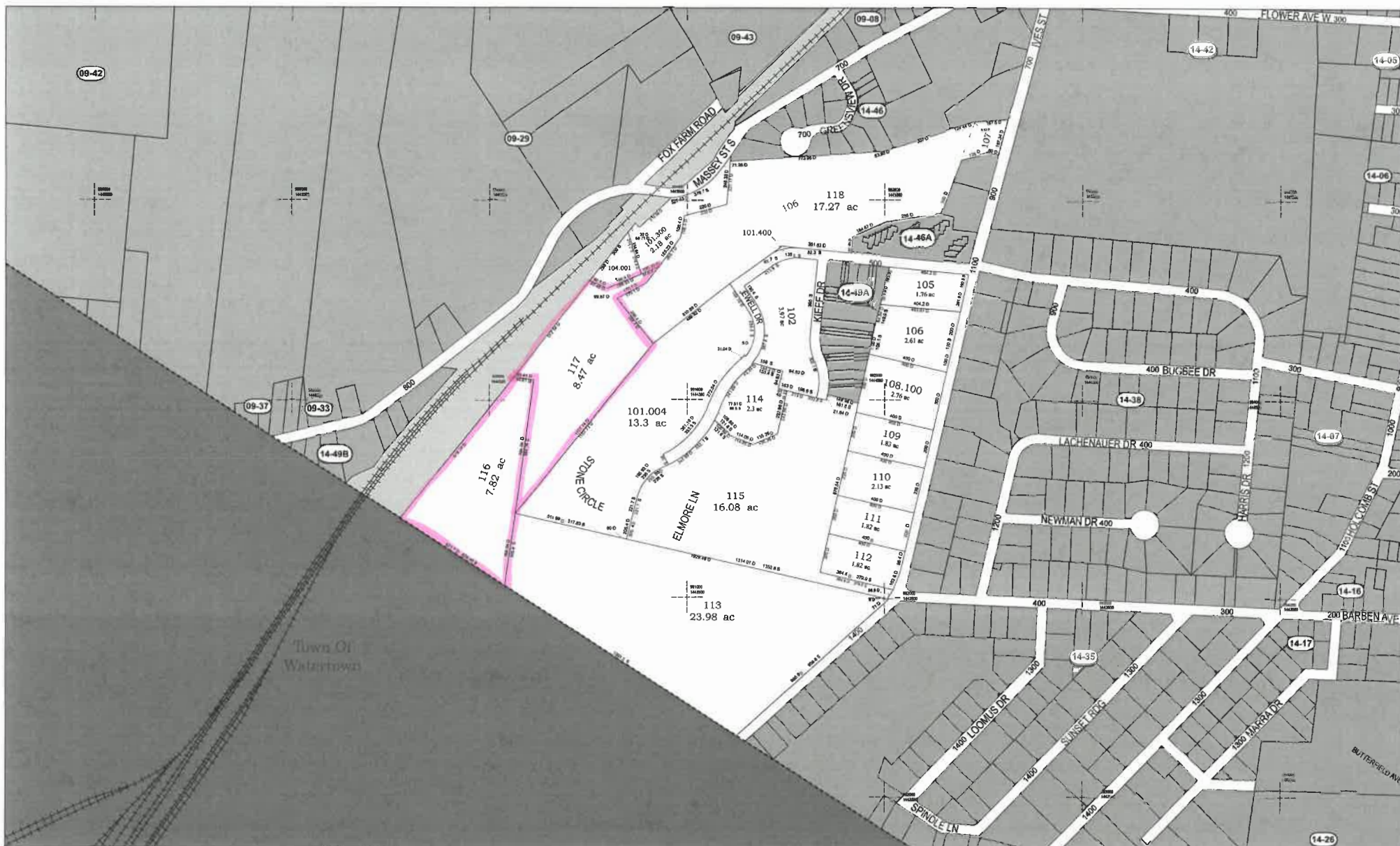
Living Area:	0 sq. ft.	First Story Area:	0 sq. ft.
Second Story Area:	0 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	0
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	0	Bathrooms (Full - Half):	0 - 0
Bedrooms:	0	Kitchens:	0
Fireplaces:	0	Basement Type:	0
Porch Type:	0	Porch Area:	0.00
Basement Garage Cap:	0	Attached Garage Cap:	0.00 sq. ft.
Overall Condition:	0	Overall Grade:	
Year Built:		Eff Year Built:	

Owners

Prime LLC
137 Main St Fl 3
Watertown NY 13601



Prepared by
City of Watertown GIS
For
City of Watertown
Assessment Department

For Tax Purposes Only
Not to be Used for Conveyance

NAD 83 STATE PLANE
COORDINATE ZONE 18N11E1

Parcel	Date
14-46-107.000	08/28/2013
14-46-106.000	08/28/2013

Property Line	Coordinate Only
Historic Property Line	
Building Outline	
Railroad	123 Parcel ID
City Boundary	Assessment ID
School District Boundary	Individually
	Combined (as needed)

1 inch = 200 feet*
0 200 400 800 Feet
* when printed on 30" x 36" paper



Tax Map
City of Watertown
Jefferson County, NY


Section 14 Block 49

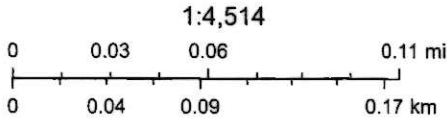
Printed Date: 1/8/2024

ArcGIS Web Map

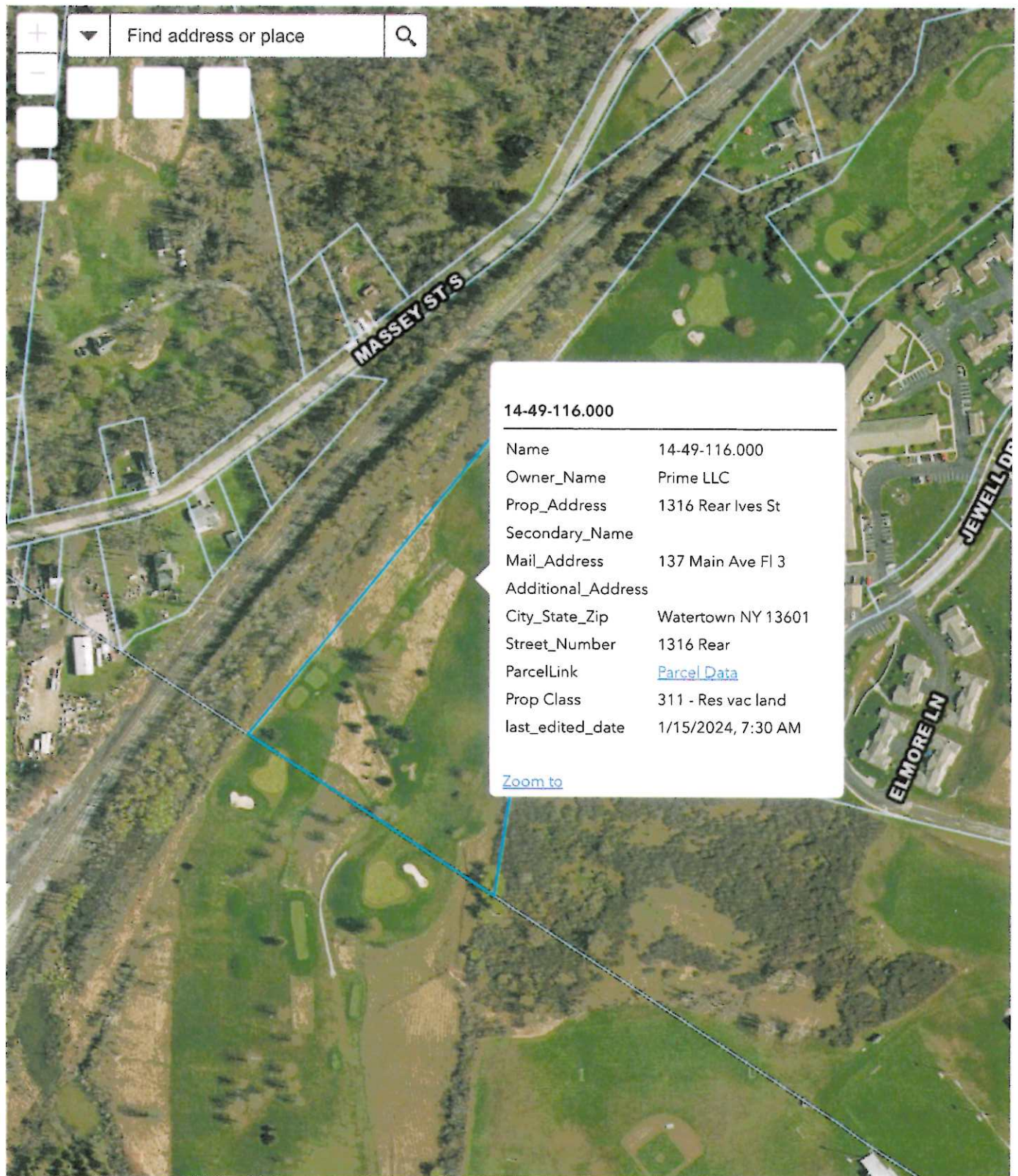


1/15/2024, 3:08:01 PM

-  City Boundary
-  Parcels
- ROADS



New York State, Maxar

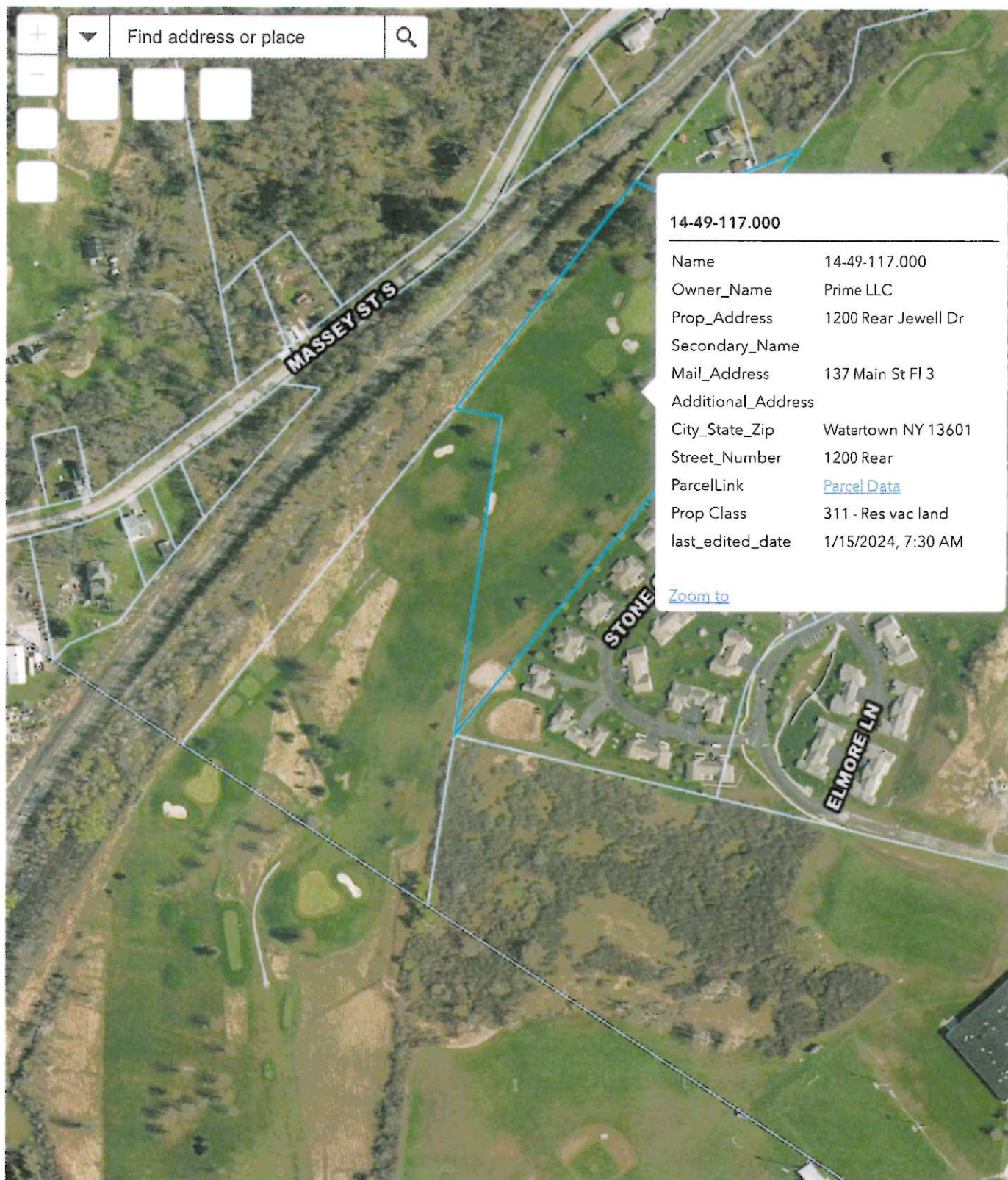


75 424 40 944 0000000

Single window



City of Watertown - NY



100m
300ft

ZONING DISTRICT MAP

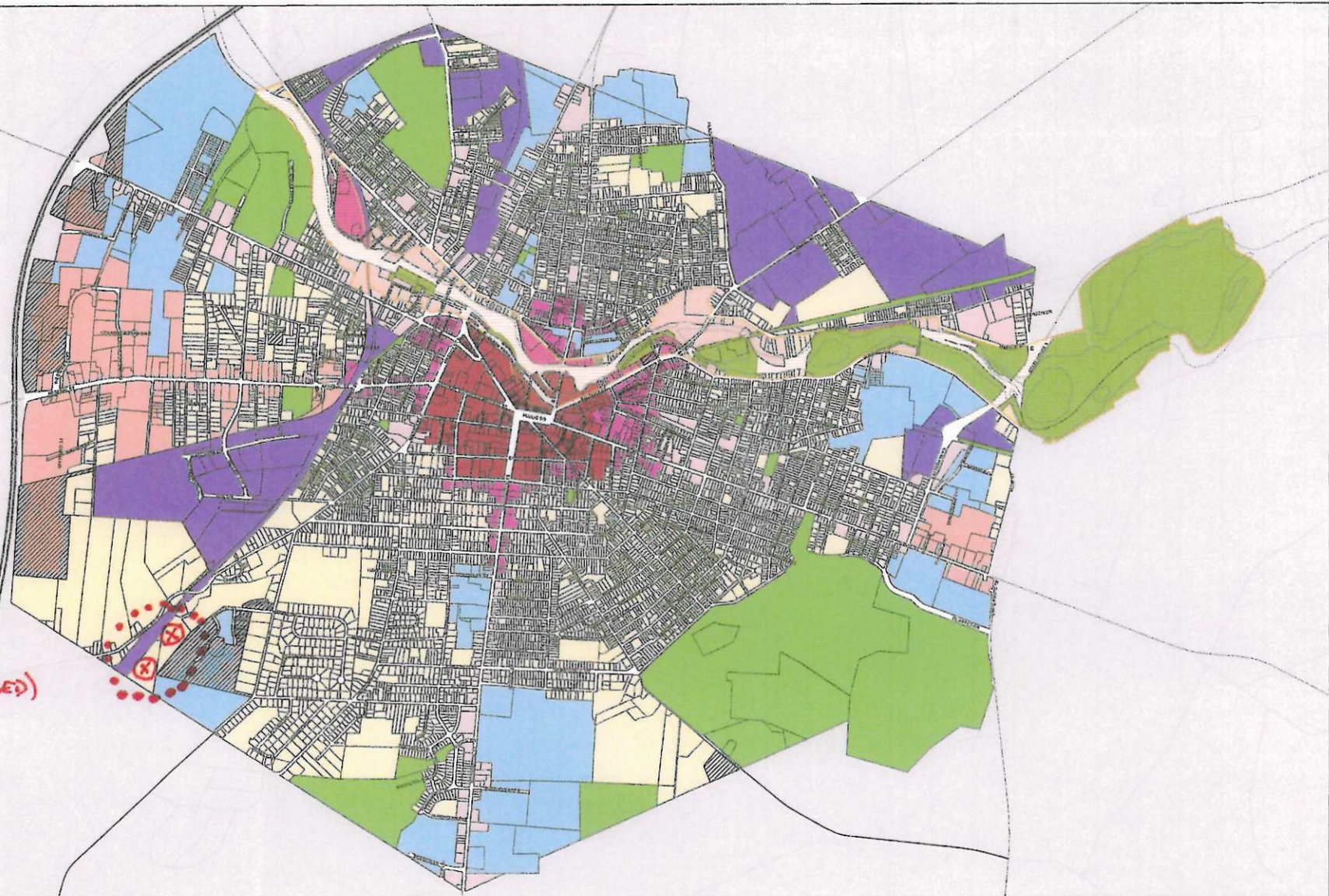
OF THE CITY OF
WATERTOWN
NEW YORK

Proposed
JANUARY 31, 2023

Adopted by City Council Ordinance on
FEBRUARY 21, 2023



- Planned Development District
- City Center Overlay
- Waterfront Overlay
- Downtown
- Residential (EXISTING)
- Neighborhood Mixed Use
- Urban Mixed Use
- Commercial
- Planned Campus (PROPOSED)
- Industrial
- Parks & Open Space



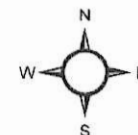
CITY OF WATERTOWN GIS

245 WASHINGTON STREET
2ND FLOOR
WATERTOWN, NEW YORK 13601

(315) 785-7793
gis@watertown-ny.gov

City of Watertown, New York Watertown Zoning District Map

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.



Watertown Zoning District Map

Requested By:

Author: mowen

Date: 2/26/2023

Scale: 1 inch = 900 feet

LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS
THERESA - BOONVILLE

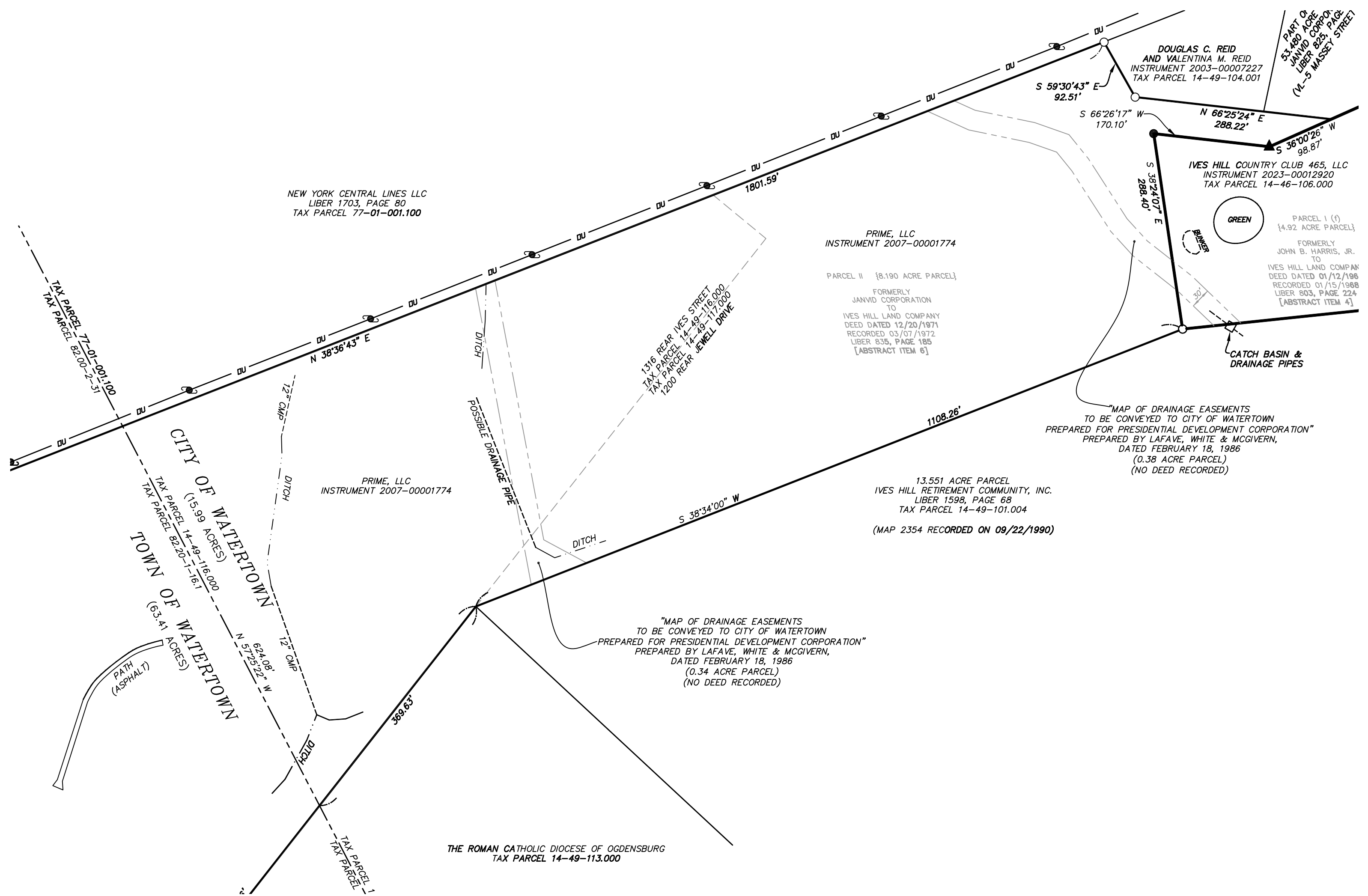
Prime, LLC
15.99 Acre Zone Change Parcel

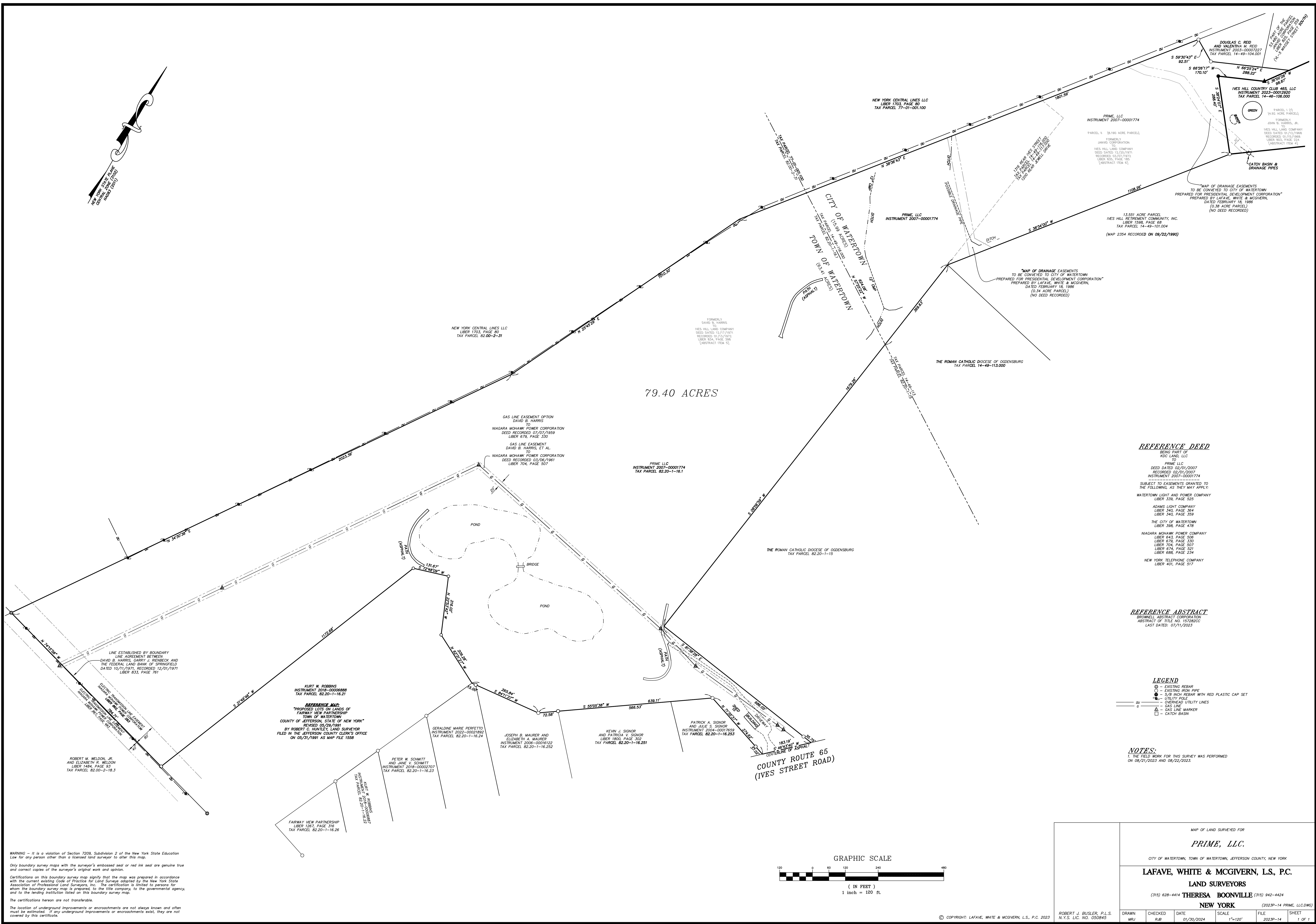
All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an existing iron pipe at a corner in the northwest line of the 13.551 acre parcel conveyed to Ives Hill Retirement Community, Inc. (Liber 1598, Page 68), said iron pipe being at the south corner of the 16.48 acre parcel conveyed to Ives Hill Country Club 465, LLC (Instrument 2023-00012920); and runs thence from the point of beginning South 38 degrees 34 minutes 00 seconds West, 1108.26 feet along the northwest line of said 13.551 acre parcel to a point at the southwest corner thereof; thence South 08 degrees 06 minutes 59 seconds West, 369.63 feet along the west line of land conveyed to The Roman Catholic Diocese of Ogdensburg to a point in the municipal line between the City of Watertown on the northeast and the Town of Watertown on the southwest; thence North 57 degrees 25 minutes 22 seconds West, 624.08 feet along said municipal line to a point in the southeast line of land conveyed to New York Central Lines LLC; thence North 38 degrees 36 minutes 43 seconds East, 1538.37 feet along said southeast line to an existing iron pipe at the west corner of land conveyed to Douglas C. Reid and Valentina M. Reid (Instrument 2003-00007227); thence South 59 degrees 30 minutes 43 seconds East, 92.51 feet along the southwest line of said land of Reid to an existing iron pipe at the south corner thereof; thence North 66 degrees 25 minutes 24 seconds East, 288.22 feet along the southeast line of said land of Reid, and the northeasterly extension thereof to a point in the northwest line of the aforementioned 16.48 acre parcel conveyed to Ives Hill Country Club 465, LLC; thence along said 16.48 acre parcel on the southeast the two following courses and distances: 1) South 36 degrees 00 minutes 26 seconds West, 98.87 feet to a "MAG" nail set; 2) South 66 degrees 26 minutes 17 seconds West, 170.10 feet to a 5/8 inch rebar with red plastic cap set; thence South 38 degrees 24 minutes 07 seconds East, 288.40 feet along said 16.48 acre parcel on the northeast to the existing iron pipe at the point of beginning, containing 15.99 acres of land.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

File 2023P-14
January 15, 2024







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

**EXCERPT FROM THE APRIL 2, 2024
PLANNING COMMISSION MEETING MINUTES**

**ZONE CHANGE – 1316 REAR IVES STREET & 1200 REAR JEWELL DRIVE
PARCEL NUMBERS 14-49-116.000 & 14-49-117.000**

The Planning Commission then considered a request for a Zone Change submitted by Robert J. Busler, PLS of LaFave, White & McGivern on behalf of Prime, LLC to change the approved zoning classification of **1200 Rear Jewell Drive**, Parcel Number 14-49-117.000, and **1316 Rear Ives Street**, Parcel Number 14-49-116.000 from Residential to Planned Campus.

Mr. Busler attended to represent the request. He began by reading aloud the following prepared statement:

"I am here this evening on behalf of Prime LLC to discuss a request for a zone change regarding properties designated 1316 Rear Ives Street and 1200 Rear Jewell Drive.

Although recommendations given by Jefferson County Planning and the subsequent City Planning Memorandum dated March 28, 2024 indicate that allowable commercial uses in the requested Planned Campus District are not compatible in the Sherman Neighborhood and its Residential Low-Density character, my client is offering to place restrictions on the Prime LLC property in order to disallow these commercial uses. The primary reason for the zone change request is to allow potential housing opportunities for senior housing, apartments, low income housing or townhouses. These housing uses presently exist at nearby Ives Hill Community Retirement, The Lodge at Ives Hill, Maple Court Apartments and Fairway West Townhomes. My client's request will not be adding the PC District to the Sherman Neighborhood, as about 64 acres of PC Zoned land already exists immediately adjacent to the east of the Prime LLC parcels.

The Prime LLC parcels have somewhat become isolated from the residential portion of the Sherman Neighborhood. (See map). In January 2023 a deed restriction limited Ives Hill Golf Course to nine holes. Upon the sale of the active nine-hole portion of the golf course on the west and east sides of Ives Street, the current Prime LLC parcels located within the city limits are now bounded on the east by IHC School and Ives Hill Retirement, north by Ives Hill Golf Course and west by an active railroad. Its present and potential uses are no longer that as a golf course like it was during development of the Comp Plan and February 2023 zoning law. There is merely 1 privately owned residential property located at 801 South Massey Street that adjoins the Prime LLC parcels to the north. My client feels that the isolation of these parcels and their proximity to existing senior, apartment and townhouse uses already in the Planned Campus District makes the Prime LLC parcels a suitable and practical fit for the PC District.

My client understands that there are engineering and code enforcement concerns that are unable to be addressed at this time. These will be addressed and negotiated during site plan

development. My client feels that it is premature to commit to the expenses to develop these plans. Access has also been a noted concern. Prime LLC owns the adjoining land to the south located in the Town of Watertown. This property has frontage along County Route 65 which can potentially provide access to the parcels within the city. Access and utility development are often a major effort with housing developments, as will be the case here.

The Comprehensive Plan has set goals to ‘Strengthen Community Building Efforts’ and ‘Make Watertown more attractive to developers. To achieve these goals the Comprehensive Plan suggests promoting a variety of housing types including townhouses and multi-unit buildings, and supporting new apartment development at a variety of price points. The Comp Plan also suggests promoting senior housing, amenities and facilities, to support variety in senior housing, and to support future efforts to create a senior center. My client feels that changing the Prime LLC parcels to the PC District will open opportunities to achieve these goals and visions.

My client is aware that at the City Council meeting on March 4, 2024, Resolution No. 3 was passed, which was a resolution to Adopt the New York State Pro-Housing Community Pledge. The resolution is in support of Governor Hochul’s act to have local governments support housing growth. The resolution included statements such as, ‘we believe that every community must do their part to contribute to housing growth’, and ‘we believe that supporting housing production of all kinds in our community will bring multiple benefits’. The resolution vowed ‘an endeavor to take the following important steps’, which included “streamlining permitting for multifamily housing and affordable housing” among others. My client feels that a zoning change to the PC District would be an act in accordance with the intention of Resolution 3.

In summary, given the proximity to existing PC District properties, the isolation from the current residences in the Sherman Neighborhood, the goals and visions supported in the Comp Plan, and compliance with the goals set forth in the Pro-Housing Pledge, my client sees this as a golden opportunity to provide potential housing growth to 16 acres of land within the Watertown city limits.”

Ms. Fields thanked Mr. Busler’s client for keeping his options open and emphasized that the Planning Commission asks that every applicant seeking to rezone a property to be specific regarding what they propose to develop if the City rezoned the property. Ms. Fields asserted that the applicant has not yet provided sufficient details and stated that if the Commission were to recommend that the City Council approve the request as submitted, it would be unfair and discriminatory to past and future applicants. Ms. Fields then asked Mr. Busler exactly what his client proposed to do with the two parcels. Mr. Busler replied that all he could say was that the proposed development focused on housing and his client’s goal was to market the property with housing opportunities and is presently unable to do that under its current zoning.

Ms. Capone then stated that in situations where an applicant seeks to rezone an area for marketability, the Planning Commission has consistently told applicants that they can market the property but either the applicant or the potential buyer must explain to the Planning Commission why a zone change is necessary for what the buyer seeks to develop.

Ms. Capone stated that no one on the Planning Commission nor Staff are opposed to developing housing in the area, but Ms. Capone and Ms. Fields do not feel justified in rezoning two parcels when there is no guaranteed end use for the parcels. Ms. Capone then stated that she has voted against other proposed Zone Changes even if there was an end use proposed because she was not sure if the parcels even needed to be rezoned.

Pat Fields, residing at 302 Gale Street, approached the Planning Commission, and stated for the record that he was married to Planning Commission member, Linda Fields. Mr. Fields then stated that what the Planning Commission asked of Mr. Busler and his client was no different than what was provided for the Site Plan Approval submitted for 848 Ives Street. Mr. Fields stated that the applicant for the Site Plan provided all the required plans to the Planning Commission knowing that the Planning Commission would approve or deny the application. Mr. Fields noted that the Planning Commission is asking Mr. Busler to go back to his client and create a proposal specifying what the client would like to propose as an end use.

Mr. Monaco stated that the two parcels are the areas in the City where nice homes can be developed and understands that it would be expensive to develop since there is no infrastructure currently in place. Mr. Monaco noted that the Sherman neighborhood is comprised of nice homes and believes that the neighborhood should be kept as single-family homes and duplexes.

Ms. Blevins agreed with Mr. Monaco and acknowledged that single-family homes and duplexes on the two parcels would not require a Zone Change. Ms. Blevins then said that she had concerns with putting deed restrictions on the two parcels because there is no way to enforce the restrictions and the entity that created the deed restrictions could just as easily remove them.

Ms. Blevins elaborated that she has seen too many times where the City rezoned a property for an applicant with the best intentions, with the Planning Commission and City Council stating that they don't want a certain future use to ensue, but later that exact use occurs because there is no way to prevent it from happening. Ms. Blevins stated that the Comprehensive Plan clearly designates the land proposed for rezoning as Residential Low Density and the current zoning is not in anyway in conflict with Governor Hochul's pro housing proposal because it is legal to develop housing on the subject parcels today. Ms. Blevins reiterated that she does support the proposed Zone Change.

Don Metzger, residing at 1200 Jewell Drive approached the Planning Commission and asked if the Planning Commission could leave the map prepared by the City's GIS Staff that depicted the proposed Zone Change. Mr. Metzger then asked someone to explain the "Sherman District." Mr. Urda replied that the Comprehensive Plan breaks Watertown into six neighborhoods, one of which is the Sherman Neighborhood. He continued that the designation does not carry any legal weight as far as zoning, but rather in terms of the Comprehensive Plan's planning goals for that section of the City.

Partrick Signor then spoke on behalf of his mother, who is a resident at 1200 Jewell Drive. Mr. Signor stated that he also had concerns about the open-endedness of the request and said that while housing is an important goal, there are different kinds of housing that are better situated in one neighborhood compared to another. Mr. Signor also said that he is concerned with the applicant's proposal of deed restrictions, because he believed that such a practice essentially amounted to zoning by parcel instead of zoning by district.

Mr. Signor then raised concern over the type of housing that has been proposed in the area since subsidized housing was proposed in the past for the entire golf course, including the parcels in the Town of Watertown, and said that the current proposed application still leaves subsidized housing as an option.

Ms. Capone reiterated that the Planning Commission and Planning Staff support housing and Mr. Busler made valid points as to why housing is important in City of Watertown and why although the Planning Commission supports housing, it does not believe that the application contains sufficient information to recommend that City Council approve it.

Ms. Fields then made a motion recommending that City Council approve the Zone Change request submitted by Robert J. Busler, PLS of LaFave, White & McGivern on behalf of Prime, LLC to change the approved zoning classification of **1200 Rear Jewell Drive**, Parcel Number 14-49-117.000, and **1316 Rear Ives Street**, Parcel Number 14-49-116.000 from Residential to Planned Campus. Mr. Monaco seconded the motion, and all voted against.

Nancy Storino then approached the Planning Commission and asked if anyone seeking to develop subsidized housing on the two parcels would need to apply for a Zone Change first. Ms. Capone replied that establishing any uses not permitted in the Residential District such as multi-family housing would require an applicant to request a Zone Change to a district where their proposed use was legal.

At 6:57 p.m., Mr. Monaco moved to adjourn the meeting. Ms. Fields seconded the motion, and all voted in favor.

Respectfully submitted,

Sharlice Bonello
Planner

ORDINANCE

Page 1 of 1

Changing the Approved Zoning
Classification of 1316 Rear Ives St
and 1200 Rear Jewell Drive,
Parcel Numbers 14-49-116.000 and
14-49-117.000 from Residential to
Planned Campus

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

BE IT ORDAINED where Robert J. Busler, P.L.S. of LaFave, White & McGivern, L.S., P.C. on behalf of Prime, LLC has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000, from Residential to Planned Campus, and

WHEREAS the Jefferson County Planning Board reviewed the application at its March 26, 2024, meeting, pursuant to New York State General Municipal Law Section 239-m, and adopted a motion to recommend disapproval, and

WHEREAS the Planning Commission of the City of Watertown considered the zone change request at its April 2, 2024 meeting and defeated a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on May 6, 2024, after due public notice, and

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

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 1316 Rear Ives Street and 1200 Rear Jewell Drive, Parcel Numbers 14-49-116.000 and 14-49-117.000, shall be changed from Residential to Planned Campus, and

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

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

Seconded by Council Member Clifford G. Olney III

LOCAL LAW

Page 1 of 2

A Local Law Overriding the Tax
Levy Limit Established by New York
General Municipal Law §3-c

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2024 and ending June 30, 2025 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council; and

WHEREAS a public hearing on this was held on May 6, 2024, at 7:15 p.m. in the City Council Chambers;

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York, as follows:

Tax Levy Limit Override: The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2024-2025 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Effective Date: This local law shall take effect immediately upon filing with the Secretary

LOCAL LAW

Page 2 of 2

A Local Law Overriding the Tax
Levy Limit Established by New York
General Municipal Law §3-c

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

of State.

Seconded by Council Member Clifford G. Olney III

April 15, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – March 2024

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last March, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$311,607 or 50.89%. In comparison to the budget projection for the month, revenue was up \$387,542 or 72.25%. The year-to-date actual revenue is up \$683,241 or 19.51%, while the year-to-date revenue on a budget basis is up \$878,063 or 26.55%.

	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Actual</u> <u>2023-24</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 1,937	\$ 673,456	\$ 165,435	\$ 380,883	\$ 215,448	130.23%
August	\$ 1,819	\$ 612,155	\$ 157,460	\$ 26,670	(\$ 130,790)	(83.06%)
September	\$ 1,164	\$ 307,692	\$ 442,559	\$ 181	(\$ 442,378)	(99.96%)
October	\$ 117,331	\$ 523,734	\$ 216,702	\$ 184,779	(\$ 31,924)	(14.73%)
November	\$ 410,218	\$ 731,273	\$ 373,674	\$ 682,240	\$ 308,566	82.58%
December	\$ 366,126	\$ 702,586	\$ 533,542	\$ 826,789	\$ 293,247	54.96%
January	\$ 255,650	\$ 293,374	\$ 522,759	\$ 533,340	\$ 10,581	2.02%
February	\$ 175,736	\$ 246,124	\$ 477,279	\$ 626,162	\$ 148,883	31.19%
March	\$ 449,166	\$ 661,611	\$ 612,321	\$ 923,928	\$ 311,607	50.89%
April	\$ 669,698	\$ 897,945	\$ 872,321			
May	\$ 433,690	\$ 539,059	\$ 471,237			
June	\$ 85,233	\$ 418,974	\$ 234,979			
YTD	<u>\$2,967,768</u>	<u>\$6,604,983</u>	<u>\$5,080,268</u>	<u>\$4,184,972</u>	<u>\$ 683,241</u>	<u>19.51%</u>

	<u>Original</u> <u>Budget</u> <u>2023-24</u>	<u>Actual</u> <u>2023-24</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 303,717	\$ 380,883	\$ 77,166	25.61%	\$ -
August	\$ 164,291	\$ 26,670	(\$ 137,621)	(83.77%)	\$ 23,562
September	\$ 150,939	\$ 181	(\$ 150,758)	(99.88%)	\$ 30,739
October	\$ 399,149	\$ 184,779	(\$ 214,370)	(53.71%)	\$ -
November	\$ 583,691	\$ 682,240	\$ 98,549	16.88%	\$ -
December	\$ 492,044	\$ 826,789	\$ 334,745	68.03%	\$ -
January	\$ 378,093	\$ 533,340	\$ 155,247	41.06%	\$ -
February	\$ 298,599	\$ 626,162	\$ 327,563	109.70%	
March	\$ 536,386	\$ 923,928	\$ 387,542	72.25%	
April	\$ 820,488				
May	\$ 606,884				
June	<u>\$ 415,719</u>				
YTD	<u>\$5,150,000</u>	<u>\$4,184,972</u>	<u>\$ 878,063</u>	<u>26.55%</u>	<u>\$ 54,301</u>

April 15, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – March 2024

Sales tax revenue was down \$141,846 or 6.95% compared to last March. In comparison to the original budget projection for the month, sales tax was down \$162,259 or 7.87%. For the quarter, which is the true measurement period for how sales tax is performing, sales tax was down \$136,773 or 2.47% compared to the same quarter last year. On a budget basis the quarterly sales tax was down \$192,115 or 3.44%. The year-to-date actual receipts are up \$138,740 or 0.76%, while the year-to-date receipts on a budget basis are down \$44,502 or 0.24%.

	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Actual 2023-24</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,493,210	\$ 1,948,809	\$ 2,035,333	\$ 2,353,567	\$ 318,234	15.64%	
August	\$ 1,515,827	\$ 1,888,806	\$ 2,008,482	\$ 2,186,214	\$ 177,732	8.85%	
September	\$ 2,783,423	\$ 2,725,797	\$ 2,757,376	\$ 2,490,458	(\$ 266,917)	(9.68%)	3.37%
October	\$ 1,488,167	\$ 1,678,723	\$ 1,847,562	\$ 1,907,106	\$ 59,544	3.22%	
November	\$ 1,331,668	\$ 1,643,509	\$ 1,818,188	\$ 1,904,366	\$ 86,178	4.74%	
December	\$ 2,493,688	\$ 2,374,453	\$ 2,232,223	\$ 2,223,964	(\$ 99,259)	(4.27%)	0.78%
January	\$ 1,290,702	\$ 1,649,030	\$ 1,849,036	\$ 1,851,962	\$ 2,926	0.16%	
February	\$ 1,181,566	\$ 1,429,187	\$ 1,643,774	\$ 1,645,921	\$ 2,147	0.13%	
March	\$ 2,284,533	\$ 2,253,672	\$ 2,041,305	\$ 1,899,459	(\$ 141,846)	(6.95%)	(2.47%)
April	\$ 1,566,858	\$ 2,064,386	\$ 1,888,370				
May	\$ 1,626,958	\$ 2,023,137	\$ 1,835,982				
June	<u>\$ 3,144,514</u>	<u>\$ 1,949,070</u>	<u>\$ 2,566,086</u>				
YTD	<u>\$ 22,201,114</u>	<u>\$23,628,579</u>	<u>\$ 24,614,716</u>	<u>\$ 18,463,017</u>	<u>\$ 138,740</u>	<u>0.76%</u>	

	<u>Original Budget 2023-24</u>	<u>Actual 2023-24</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,055,686	\$ 2,353,567	\$ 297,881	14.49%	
August	\$ 2,028,566	\$ 2,186,214	\$ 157,648	7.77%	
September	\$ 2,784,949	\$ 2,490,458	(\$ 294,491)	(10.57%)	2.34%
October	\$ 1,866,037	\$ 1,907,106	\$ 41,069	2.20%	
November	\$ 1,836,370	\$ 1,904,366	\$ 67,996	3.70%	
December	\$ 2,346,455	\$ 2,223,964	(\$ 122,491)	(5.22%)	(0.22%)
January	\$ 1,867,527	\$ 1,851,962	(\$ 15,565)	(0.83%)	
February	\$ 1,660,211	\$ 1,645,921	(\$ 14,920)	(0.86%)	
March	\$ 2,061,718	\$ 1,899,459	(\$ 162,259)	(7.87%)	(3.44%)
April	\$ 2,147,581				
May	\$ 2,104,669				
June	<u>\$ 2,025,231</u>				
YTD	<u>\$ 24,785,000</u>	<u>\$ 18,463,017</u>	<u>(\$ 44,502)</u>	<u>(0.24%)</u>	

April 30, 2024

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Restore NY Grant Application Special Project Public Hearing – Greenleaf Builders, 629 Factory Street

At its March 13, 2024 work session, the City Council agreed to move forward with the redevelopment of 629 Factory Street into a mixed use building as the special project for which the City would apply for Restore NY grant funding through Empire State Development (ESD). On March 25, 2024, the City submitted the Intent to Apply for the project which has been accepted by ESD. The final application is due on May 22, 2024. If awarded, this grant would assist Greenleaf Builders in the adaptive reuse of the building into a mix of commercial space and approximately 72 units of affordable housing, known as Carriages on the River.

As the official applicant, the City's responsibilities prior to submitting the application includes passing a resolution finding that the proposed special project is consistent with the municipality's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create, and sustain employment opportunities where applicable. Staff will prepare a resolution for the Council's consideration at the May 20, 2024, meeting.

The City Council must also hold a public hearing to allow public comments, either for or against the proposed project. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, May 20, 2024 to hear public comments on the RESTORE NY grant special project application for 629 Factory Street.