

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, May 20, 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 20, 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.      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.
- 7:15 p.m.      Restore NY Grant Special Project Application – Greenleaf Builders

**RESOLUTIONS**

- Resolution No. 1 -      Adopting the City of Watertown’s Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2024
- Resolution No. 2 -      Authorizing Change Order No. 1 with Northern Pioneer Contractors, Inc. for the WWTP Lift Station Standby Generator Installation Project
- Resolution No. 3 -      Accepting Bid for Disinfection Chemicals for the WWTP, Slack Chemical Co., Inc.
- Resolution No. 4 -      Accepting Bid for Process Chemicals –Dry Polymer for the WWTP, Slack Chemical Co. Inc.
- Resolution No. 5 -      Accepting Bid for Process Chemicals – Ferric Chloride for the WWTP, PVS Technologies, Inc.

- Resolution No. 6 - Accepting Bid for Process Chemicals for the WTP, Thatcher Company of NY, Inc.
- Resolution No. 7 - Accepting Bid for Process Chemicals for the WTP, Univar Solutions USA, LLC
- Resolution No. 8 - Accepting Bid for Process Chemicals for the WTP, Slack Chemical Co., Inc.
- Resolution No. 9 - Accepting Bid for Process Chemicals for the WTP, Kemira Water Solutions, Inc.
- Resolution No. 10 - Accepting Bid for Process Chemicals for the WTP, Brenntag Northeast LLC
- Resolution No. 11 - Accepting Bid for Process Chemicals for the WTP, George S. Coyne Chemical Co., Inc.
- Resolution No. 12 - Accepting Bid for Ready Mix Concrete Products, Watertown Concrete
- Resolution No. 13 - Rejecting Proposal for Hydro Facility Headwater Level PLC Control System Upgrade – Engineering Contract, GHD Consulting Services, Inc.
- Resolution No. 14 - Authorizing the Standardization of Combined Sewer Overflow (CSO) Equipment
- Resolution No. 15 - Authorizing the Standardization of Lift Station Equipment at the City of Watertown’s Wastewater Treatment Plant
- Resolution No. 16 - Authorizing the Sale of Abandoned Bicycles
- Resolution No. 17 - Supporting a Property Line Reconfiguration for the Greenleaf Builders Project in Factory Square
- Resolution No. 18 - Sponsoring and Supporting an Application for Restore NY Funding for the Greenleaf Builders Special Project at 629 Factory Street
- Resolution No. 19 - Approving Whitewater Park Public Access Limited Use Agreement With Sackets Harbor Brew Pub, LLC
- Resolution No. 20 - Approving Change Order No. 1 with Luck Bros., Inc. for the Grant Street, Seward Street and Henry Street –Street Reconstruction Project
- Resolution No. 21 - Authorizing Standardization of Traffic Signal Equipment, Ancillary Components & Software for the Department of Public Works

- Resolution No. 22 - Support of JCIDA PILOT for Renovations to the Building at 302 Court Street
- Resolution No. 23 - Approving Amended Lease Agreement Between the City of Watertown and Wolves Den LLC (Rapids Baseball)
- Resolution No 24 - Approving Change Order No. 1 with Powis Contracting, Inc. for Fairgrounds Grandstand Split Face CMU Repair Project Scope of Work Increase

## **ORDINANCES**

### **LOCAL LAW**

Proposed Local Law No. 2 of 2024 - A Local Law Amending the Code of the City of Watertown Chapter 271, Taxation

Proposed Local Law No. 3 of 2024 - A Local Law Imposing a Moratorium On the Sale of Tax Liens for the Nonpayment of Real Property Taxes

### **OLD BUSINESS**

Tabled Resolution - 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

Tabled 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

## **STAFF REPORTS**

1. Sale of Surplus Hydro-electricity – April 2024
2. Sales Tax Revenue – April 2024
3. Effects of Possible Changes to Base Income of Senior Exemption

## **EXECUTIVE SESSION**

To discuss the employment history of a particular individual.

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JUNE 3, 2024 AT 7:00 PM.**

Res No. 1

May 15, 2024

To: The Honorable Mayor and City Council

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

Subject: Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2024

Each year, the City is required by the U.S. Department of Housing and Urban Development (HUD) to submit an Annual Action Plan that details the proposed uses of the City's Community Development Block Grant (CDBG) funding. Typically, the plan is required to be submitted by May 15, which is 45 days prior to the start of the new fiscal year. HUD was delayed in announcing CDBG funding allocations until early May and advised the City not to submit our finalized plan until our exact funding allocation was known. In an email dated May 9, 2024, HUD informed the City that our annual funding allocation for Program Year (PY) 2024 would be \$882,736.

Since the actual funding awarded was less than originally anticipated, the draft AAP proposed that, in the event of an award that was less than the estimated amount, the ADA Ramp and Sidewalk Replacement Project budget would be reduced by the amount needed to make up the remaining difference. The final budget amount for the project was adjusted accordingly and is listed below. All other project budget amounts remained the same.

The proposed Annual Action Plan was developed with extensive community outreach and input. Staff conducted outreach efforts with local constituency groups and presented an overview of the program and discussed project priorities at the February 12, 2024, City Council work session. The City Council also held a public hearing on March 4, 2024, to solicit public comments regarding the development of funding priorities and projects to be included in the plan. In addition to the public hearing, Staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and discussed the proposed plan with our Citizens Advisory Board, Advantage Watertown, on February 8, 2024. Finally, a Staff report was prepared for the City Council for the April 1, 2024, meeting which outlined the proposed projects and their estimated budgets.

Based upon the consultation with local organizations and agencies, community outreach, and priorities of the City Council, Staff prepared the draft Annual Action Plan and published it on April 15, 2024. A 30-day public comment period for the plan was held between April 15, 2024, and May 15, 2024, after a notice of the comment period was published in the *Watertown Daily Times*. Staff received no comments during the 30-day comment period.

A complete copy of the plan can be viewed in the online version of the City Council Agenda Package and on the City’s website at the following address:

<https://www.watertown-ny.gov/CDBGPublicCommentOpportunities>

The budget allocation in the Annual Action Plan for Program Year 2024 is as follows:

### **CDBG Program Year 2024 Budget**

<b><u>Project</u></b>	<b><u>Amount</u></b>
Huntington Street Water Main Replacement Project	\$500,000
ADA Ramp and Sidewalk Replacement Project 2024	\$82,736
Target Area Tree Planting Project 2024	\$15,000
531 Bradley Street Demolition	\$65,000
Homebuyer Program	\$140,000
518 Pine Street Transitional Housing SRO Program	\$25,000
Fair Housing Education 2025	\$5,000
WCSD Food for Families (Backpack) Program	\$8,000
Program Administration	\$42,000
<b>Total Funds Proposed for Allocation</b>	<b>\$882,736</b>

Now that the public comment period has concluded and the Annual Action Plan has been finalized, the City Council must adopt the plan so that Staff can submit it to HUD prior to July 6, 2024, which is our deadline for submission.

A resolution has been drafted for City Council consideration that adopts the Annual Action Plan for Program Year 2024 and authorizes its submission to HUD.

# RESOLUTION

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Adopting the City of Watertown's  
Community Development Block  
Grant (CDBG) Program Annual Action  
Plan for Program Year 2024

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 on August 5, 2013, the City Council adopted a resolution authorizing the City of Watertown to become an Entitlement Grantee under the rules and regulations of the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG), and

WHEREAS, as an Entitlement Grantee, the City must adopt Annual Action Plans for its Housing and Community Development Program, and

WHEREAS Annual Action Plans must be developed with community input and citizen participation, and

WHEREAS Staff conducted outreach efforts with local constituency groups and presented an overview of the program and discussed project priorities at the February 12, 2024, City Council work session, and

WHEREAS the City Council held a public hearing on March 4, 2024, to solicit public comments regarding the development of funding priorities and projects to be included in the Program Year 2024 Annual Action Plan, and

WHEREAS a draft of the Program Year 2024 Annual Action Plan was completed and published on April 15, 2024, and

WHEREAS the draft plan was made available to the public for review and placed in various offices at City Hall, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority offices and on the City's website, and

WHEREAS a 30-day public comment period for the plan was held starting on April 15, 2024, after a notice of the comment period was published in the *Watertown Daily Times*, and

# RESOLUTION

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Adopting the City of Watertown's  
Community Development Block  
Grant (CDBG) Program Annual Action  
Plan for Program Year 2024

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

WHEREAS the plan was finalized after the 30-day public comment period,

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the City of Watertown's CDBG Annual Action Plan for Program Year 2024 and authorizes the submission of the plan to HUD which allocates the CDBG funds as follows:

## CDBG Program Year 2024 Budget

<u>Project</u>	<u>Amount</u>
Huntington Street Water Main Replacement Project	\$500,000
ADA Ramp and Sidewalk Replacement Project	\$82,736
Target Area Tree Planting Project 2024	\$15,000
531 Bradley Street Demolition	\$65,000
Homebuyer Program	\$140,000
518 Pine Street Transitional Housing SRO Program	\$25,000
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<b>Total Funds Proposed for Allocation</b>	<b>\$882,736</b>

# RESOLUTION

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Adopting the City of Watertown's  
Community Development Block  
Grant (CDBG) Program Annual Action  
Plan for Program Year 2024

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

***Seconded by***



# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

This document represents the City of Watertown's Annual Action Plan for Program Year 2024 for the City's Community Development Block Grant (CDBG) Program. The City became an Entitlement Community under the CDBG Program for the first time in 2014 and developed a two-year Consolidated Plan to start the program. The City wrote its first five-year Consolidated Plan in 2016 and in 2021 wrote its second five-year Consolidated Plan that covers Program Years 2021-2025. This plan is the fourth Annual Action Plan that has been developed using our current five-year Consolidated Plan.

The City's 2021-2025 Consolidated Plan goals include neighborhood stabilization and revitalization, affordable housing rehabilitation, homeownership assistance, environment and quality of life enrichment, fair housing education, homeless assistance, support of public services and economic development. The Consolidated Plan was developed through extensive public outreach and citizen participation that included numerous public meetings which were conducted as the City developed its first ever Comprehensive Plan as well as a set of Strategic Goals and Objectives to help guide operations. A public hearing was also held in addition to outreach to numerous partner agencies identified in our Citizen Participation Plan. A City Council work session dedicated to the development of the Consolidated Plan was also held.

The City's 2023 Annual Action Plan emphasized the City's three primary goals of neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The projects identified to meet these goals included a street reconstruction project, an ADA accessible sidewalk ramp replacement project, a sidewalk replacement project, a demolition project, an owner-occupied housing rehabilitation program and a homebuyer program. The 2023 Annual Action Plan also addressed several of the City's lower priority/secondary goals including environment and quality of life enrichment, fair housing education, homeless assistance, support of public services and planning and administration. Projects included to implement these goals included tree planting, fair housing education, homeless assistance, and support of public services.

For 2024, the City will continue to work on many of the goals stated in the Consolidated Plan, including neighborhood stabilization and revitalization, homeownership assistance, environment and quality of life enrichment, fair housing education, homeless assistance, and support of public services. The projects that have been identified to accomplish our neighborhood stabilization and revitalization goal will include a water main replacement project, an ADA ramp replacement project, and a demolition project. Past sidewalk, street reconstruction and infrastructure projects have made significant improvements in our target area neighborhoods and our proposed Huntington Street Water Main

Replacement Project will do the same, providing clean, safe, and reliable drinking water in two of our target areas on the east side of the City. The City's previous ramp replacement projects have made significant positive impacts in terms of accessibility and walkability in the neighborhoods in which they have been completed to date and the proposed project will continue that improvement. The City will also implement a tree planting project to meet our environment and quality of life enrichment goal. Tree planting will improve the livability and stability of target neighborhoods, minimize the impacts of stormwater on local waterways, improving sense of place and community identity. Continuing the homebuyer program will enable us to meet our homeownership assistance goal. The purchase of homes by first time homebuyers throughout the City have made a tremendous impact by helping to eliminate blight and providing stability in our neighborhoods.

The City's lower priority goals such as fair housing, homeless assistance and support of public services will also be addressed through several projects including a Fair Housing education program, assistance to the Watertown City School District Food for Families Program and homelessness assistance in partnership with North Country Transitional Living, Inc.

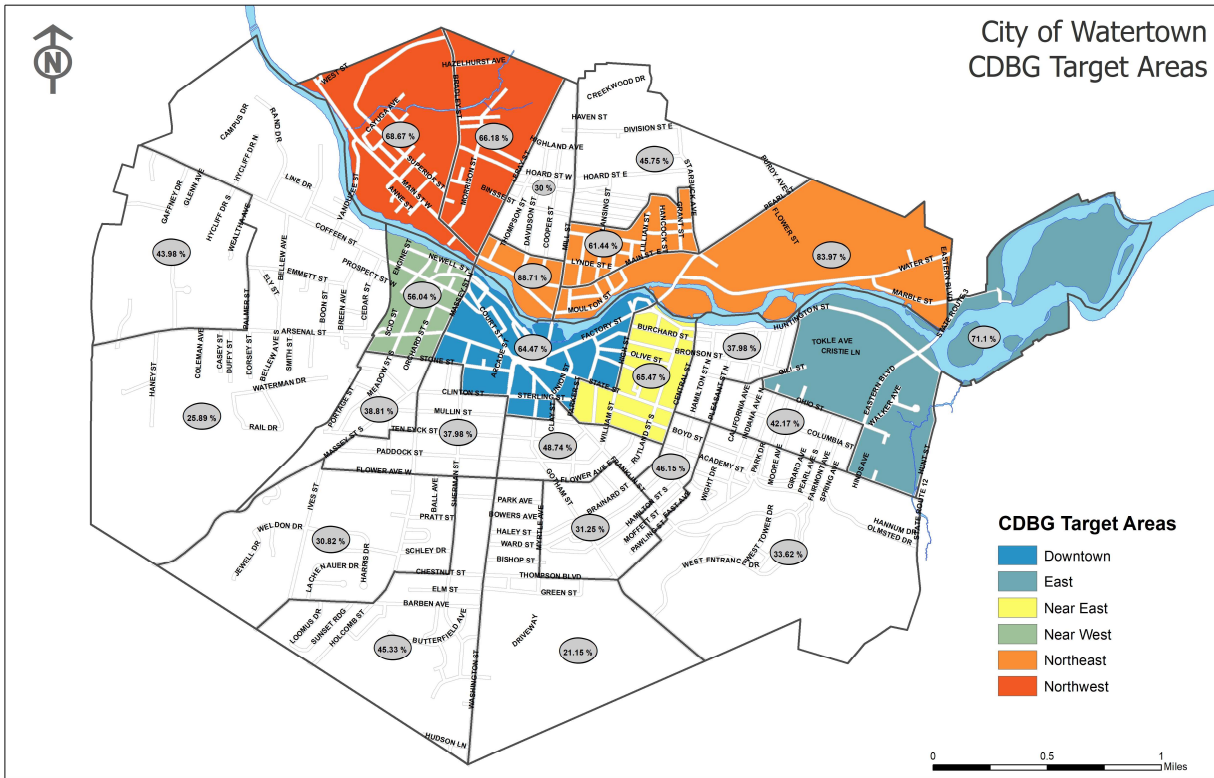
Our Planning and Administration goal will also be included in the 2024 Annual Action Plan with funding being allocated for the overall administration of the CDBG Program.

## **2. Summarize the objectives and outcomes identified in the Plan**

The City will concentrate its CDBG Program this year on three high priority needs: homeownership, public infrastructure improvements and blight elimination. These needs address several important goals from our Consolidated Plan: neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The City will also address several of our lower priority needs including fair housing education, support of public services, homeless prevention and environment and quality of life enrichment.

The City has identified six neighborhoods where a majority of the residents have low and moderate incomes (LMI) and have designated these areas as local target areas. Most of the neighborhoods are residential in nature although some have small commercial pockets. Our efforts this year will have a primary focus on the Near East, East and Northwest Target Areas. The Huntington Street Water Main Replacement Project will take place in the Near East and East Target Areas while a tree planting initiative and ADA ramp replacement in the Northwest Target Area. Other efforts such as the homebuyer program will be widespread this year and will occur throughout the City. It is important to note that our target areas still make up a relatively compact geographic area, which is centered around downtown and extends to the northeast and northwest sides of the City.

The map shown on the next page depicts the City's CDBG Target Areas.



### 3. Evaluation of past performance

The City of Watertown is beginning its eleventh year as a CDBG Entitlement Community. During the first ten years as a CDBG Entitlement Community, the City has had success with implementing a number of neighborhood stabilization and revitalization initiatives and affordable housing rehabilitation projects. The City has completed several infrastructure improvements including street and sidewalk construction projects and the replacement of ADA ramps. Our owner-occupied housing rehabilitation program has been very successful in helping local property owners rehabilitate their homes and we have assisted with the rehabilitation of two large multi-family housing developments as well. In addition, the City has worked to stop the spread of blight by demolishing a number of blighted structures and has implemented several public service programs and projects.

### 4. Summary of Citizen Participation Process and consultation process

The citizen participation process for the City's CDBG Annual Action Plan for Program Year 2024 included outreach to several different organizations and individuals throughout the community. The City began by providing an overview of the CDBG program and discussing funding and project priorities with the City Council during a meeting held on February 12, 2024.

Staff presented an overview of the CDBG program and discussed the proposed Annual Action Plan with our Citizens Advisory Board, Advantage Watertown, on February 8, 2024. Staff also contacted numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City also reached out to adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

The City Council held a public hearing on March 4, 2024, to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.

The citizen participation process also involved Staff participating in meetings and phone calls to continue to seek input and discuss the needs of the community related to housing, infrastructure improvements, public services, homelessness, and planning.

After seeking this input, the City's Draft Annual Action plan was published on April 15, 2024, and a 30-Day public comment period was scheduled in order to gather additional input from citizens. The 30-Day public comment period was held between April 15, 2024, and May 15, 2024.

The citizen participation process was extremely beneficial as it identified several community needs that were previously unknown and allowed the City to develop its Annual Action Plan accordingly.

## **5. Summary of public comments**

During the development of the Annual Action Plan, City Planning Staff received many valuable suggestions through our consultations with individuals and organizations and through our meetings with the City Council. The suggestions ranged from broad project ideas to specific ideas for particular neighborhoods or geographic areas. General goals and objectives suggested for inclusion into the City's Annual Action Plan included improving housing conditions, addressing homelessness, improving public facilities and neighborhoods, and cleaning up blight. Specific project ideas included increasing opportunities for homeownership by providing funding for a homebuyer program. Neighborhood improvement suggestions included ADA ramp, sidewalk and other infrastructure improvements. Specific project ideas and requests included providing funding for North Country Transitional Living Services to assist with operating expenses for a transitional homeless housing single room occupancy facility that they operate in the City and for funding for the Watertown City School District's Food 4 Families Program.

A public hearing was held on March 4, 2024. At the public hearing, a citizen suggested using CDBG funds to assist Zoo New York in covering the expenses of educational initiatives for school aged children and assisting in covering memberships for low to moderate income families. Another citizen who works at Northern Regional Center for Independent Living, suggested using funds to encourage development of accessible homes for the aging population. In addition, she advocated for additional accessible sidewalks and curb cuts as well as the use of audible crosswalks to assist visually impaired individuals.

The City's 2024 Annual Action Plan was available for public comments during a 30-day public comment period that was held from April 15, 2024, to May 15, 2024. A notice of the comment period was published in the *Watertown Daily Times* on April 15, 2024.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments that were received during the citizen participation process were considered in the preparation of the draft plan. The suggestions were reviewed for common and recurring themes to help establish priorities and goals. Many of the comments and project idea suggestions were incorporated into the City's Annual Action plan, but there was one suggestion that was not accepted.

The request was from a local resident to use CDBG funds to support educational programs at Zoo New York. No specific dollar amount or program description was provided, and no details were given to show how LMI persons would benefit. Given the lack of specific program details as to how the City could prove the LMI benefit, the City did not include funding for this purpose in the Annual Action Plan.

As mentioned above, all the comments and suggestions that were received were considered by the City and most of the specific project ideas were incorporated into our Annual Action Plan, except for the one noted above.

## **7. Summary**

The City of Watertown's plan for our eleventh year as an entitlement community in the Community Development Block Grant Program is to focus on three high priority needs: homeownership, public infrastructure improvements and blight elimination. These needs address two important goals from our Consolidated Plan: neighborhood stabilization and revitalization and homeownership. The City will also address several of our lower priority goals including fair housing, environment and quality of life enrichment and homeless prevention.

The projects that have been identified to fulfill the primary goals include a first-time homebuyer program, a water main replacement project, a demolition project and ADA ramp replacement. To accomplish our lower priority goals, the City plans to assist with homelessness prevention and public services support by funding three initiatives, including support for a transitional living single room occupancy project, conducting Fair Housing education and supporting a local food pantry. The City proposes environmental and quality of life improvements through strategic tree planting efforts.

Planning and Administration will also be included in the plan to provide funding for the overall administration of the program.

The City does not plan to officially designate a specific Target Area as its focus area for Program Year 2024, although a significant investment is proposed for the Near East and East Target Areas. The City will instead be giving priority to the most impactful projects, regardless of which of the six Target Areas they occur within.

Several of the proposed projects for 2024 will be Citywide including the Fair Housing Education Project and the Homebuyer Program which will all have citywide benefits.

**PR-05 Lead & Responsible Agencies - 91.200(b)**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	WATERTOWN	Planning Department

**Table 1 – Responsible Agencies**

**Narrative**

The lead agency for the preparation of the Consolidated Plan and Annual Action Plans was the City of Watertown through its Planning and Community Development Department.

**Consolidated Plan Public Contact Information**

Michael A. Lumbis, Planning and Community Development Director  
City of Watertown  
245 Washington St.  
Watertown, NY 13601  
mlumbis@watertown-ny.gov  
Tel: (315) 785-7741  
Fax: (315) 782-9014

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City of Watertown's consultation efforts included outreach to organizations and individuals throughout the community, including citizens, municipal officials, the public housing authority, governmental agencies, non-profit agencies, economic development officials and the Continuum of Care. The City made initial contact via email with over twenty-five organizations and solicited feedback with newspaper advertisements and through a public hearing prior to developing the plan. Following the initial email outreach, City Staff participated in several follow-up meetings, emails, and phone calls with interested agencies and individuals to continue to seek input and discuss the needs of the community related to housing, homelessness, public facilities, infrastructure improvements, public services, economic development, and planning.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The Watertown Housing Authority (WHA) is the only public housing authority in the City of Watertown. The WHA was consulted in the development of the Consolidated Plan and provided data on tenant characteristics, waiting lists, notable deficiencies, and unmet needs, which the City incorporated into the plan. Lewis County Opportunities administers the Housing Choice Voucher (HCV) Program in the City and was also consulted during the development of the Consolidated Plan and provided important information regarding the HCV program, number of households assisted, waiting lists and shortfalls in capacity. Much of this information was integrated into the City's Analysis of Impediments to Fair Housing. Both agencies were also contacted and were asked to provide input in the development of the 2024 Annual Action Plan.

The City also sought input from private and governmental health, mental health, and human service agencies. In addition, the City obtained input from the Points North Housing Coalition (PNHC), which serves as the Continuum of Care for the City and Jefferson County. PNHC is comprised of a broad range of members including representatives from housing and health providers and mental health and service agencies. Staff attends quarterly meetings and has participated in committee meetings of the PNHC.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

In the City of Watertown, the Continuum of Care is known as the Points North Housing Coalition (PNHC). PNHC serves the City and Jefferson County, along with Lewis and St. Lawrence Counties. PNHC is comprised of a wide range of members from many varying backgrounds such as businesses, faith-based organizations, hospitals and medical service providers, veteran services, other non-profits, social



agencies, and previously homeless individuals. The City of Watertown participates in PNHC quarterly meetings, conference calls and committee meetings. This coordination led to a discussion with North Country Transitional Living Services, Inc. (NCTLS) regarding a Transitional Homeless Housing Single Room Occupancy (SRO) facility that they have developed in partnership with the Jefferson County Department of Social Services (DSS) at 518 Pine Street in the City. NCTLS is partnered with the Jefferson County DSS and a private developer has opened an 18-bed SRO facility that provides safe, supervised transitional housing to individuals experiencing homelessness. NCTLS submitted a proposal to the City requesting CDBG funds to assist with the operation of the facility in 2022 and 2023, including operating assistance, case management and other on-site services. Additional funding will be provided for this program, similar to what was provided last year, through the 2024 Annual Action Plan funds.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

This section is not applicable as the City of Watertown does not receive ESG funds and is not responsible for the administration of HMIS. However, as noted above, the City has partnered with NCTLS to assist with the operation of an 18-bed transitional homeless housing SRO facility. The project has been developed with Jefferson County DSS who is utilizing an Emergency Solutions Grant (Coronavirus) to provide rent supports for the residents.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

See Table 2 below for a list of Agencies, groups, organizations, and others who participated in the process and consultations.

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	ACR Health
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	HOPWA Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
2	<b>Agency/Group/Organization</b>	Advantage Watertown (Citizens Advisory Board)
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Advantage Watertown is a group of business and community leaders that serves in an advisory role to the City on a number of different issues and topics including community development, housing, and economic development. Planning Staff gave a presentation to the members of the committee on February 8, 2024, asking for input on the 2024 program. Members were asked to consider what they felt the City needed to improve in the areas of housing, public facilities, public services, and economic development. Members agreed with the preliminary list of projects proposed by staff and suggested looking into a job training program for high school graduates who are not interested in attending college.

3	<b>Agency/Group/Organization</b>	Catholic Charities - Diocese of Ogdensburg
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
4	<b>Agency/Group/Organization</b>	Community Action Planning Council of Jefferson County
	<b>Agency/Group/Organization Type</b>	Housing Services-Health Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
5	<b>Agency/Group/Organization</b>	Development Authority of the North Country (DANC)
	<b>Agency/Group/Organization Type</b>	Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly meets with representatives of DANC to coordinate efforts of the CDBG and North Country HOME Consortium programs. An additional email was sent on February 16, 2024, asking for additional input on the upcoming program.
6	<b>Agency/Group/Organization</b>	Jefferson County (WorkPlace)
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
7	<b>Agency/Group/Organization</b>	Jefferson County Public Health
	<b>Agency/Group/Organization Type</b>	Services-Health Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.

8	<b>Agency/Group/Organization</b>	Jefferson County DSS
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
9	<b>Agency/Group/Organization</b>	Jefferson County Office for the Aging
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
10	<b>Agency/Group/Organization</b>	Lewis County Opportunities, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
11	<b>Agency/Group/Organization</b>	Jefferson County Planning Department
	<b>Agency/Group/Organization Type</b>	Other government - County Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Community Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly coordinates with representatives of the Planning Department as part of the North Country HOME Consortium program and CDBG programs. Contact was made via email on February 16, 2024.
12	<b>Agency/Group/Organization</b>	Neighbors of Watertown
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Neighbors of Watertown is the subrecipient for the City's CDBG housing programs. Regular contact is made with them on the status of those projects as well as future needs. An additional email was sent on February 16, 2024.
13	<b>Agency/Group/Organization</b>	Northern New York Community Foundation
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders Business and Civic Leaders Foundation
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
14	<b>Agency/Group/Organization</b>	Northern Regional Center for Independent Living
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
15	<b>Agency/Group/Organization</b>	Town of Pamela
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
16	<b>Agency/Group/Organization</b>	Transitional Living Services of Northern NY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	An email was sent on February 16, 2024 and TLS Staff attended the public hearing on March 4, 2024. A follow-up letter was received on March 4, 2024, to support the SRO program and an additional follow-up email was received on March 15, 2024 from the Executive Director discussing funding possibilities for the year.

17	<b>Agency/Group/Organization</b>	Watertown Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
18	<b>Agency/Group/Organization</b>	Watertown Local Development Corporation
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
19	<b>Agency/Group/Organization</b>	Watertown Urban Mission
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly meets with the Watertown Urban Mission to coordinate efforts of our CDBG-CV programs. Contact was also made via email on February 16, 2024, asking for additional input on the upcoming program.
20	<b>Agency/Group/Organization</b>	North Country Family Health Center
	<b>Agency/Group/Organization Type</b>	Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs



	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
21	<b>Agency/Group/Organization</b>	Fort Drum Regional Health Planning Organization
	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
22	<b>Agency/Group/Organization</b>	Town of LeRay
	<b>Agency/Group/Organization Type</b>	Other government – Local
	<b>What section of the Plan was addressed by Consultation?</b>	Community Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
23	<b>Agency/Group/Organization</b>	Credo Community Center for the Treatment of Addiction
	<b>Agency/Group/Organization Type</b>	Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
24	<b>Agency/Group/Organization</b>	Disabled Persons Action Organization
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities

	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
25	<b>Agency/Group/Organization</b>	Points North Housing Coalition
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
26	<b>Agency/Group/Organization</b>	Jefferson County Industrial Development Agency
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
27	<b>Agency/Group/Organization</b>	Town of Watertown
	<b>Agency/Group/Organization Type</b>	Other government – Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
28	<b>Agency/Group/Organization</b>	Tug Hill Commission
	<b>Agency/Group/Organization Type</b>	Other government – State
	<b>What section of the Plan was addressed by Consultation?</b>	Natural Resource Management Land Use Planning Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.
29	<b>Agency/Group/Organization</b>	Victims Assistance Center
	<b>Agency/Group/Organization Type</b>	Other government – Local
	<b>What section of the Plan was addressed by Consultation?</b>	Services - Victims of Domestic Violence Services - Victims of Sexual Assault Services – Victims of Child Abuse Services – Education Homeless Needs - Females with Children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on February 16, 2024.

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City compiled an extensive outreach list and contacted each of the agencies on the list via email. A public hearing was also advertised and held providing the opportunity for the agencies, citizens, and other interested parties to comment on the plan. All parties were invited to submit information directly to the City for inclusion in the plan. No organizations or individuals were deliberately omitted from the consultation process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Points North Housing Coalition	The City's Strategic Plan includes a priority that would assist with increasing services to homeless persons, which is certainly a goal of the Points North Housing Coalition.
Comprehensive Plan	City of Watertown	<p>The purpose of the City's Comprehensive Plan was to create a vision for the City and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, as well as identify transformational projects.</p> <p>Watertown's Comprehensive Plan is also a guide for development and redevelopment within the community. The Comprehensive Plan will assist in decision-making regarding the natural and built environment that is used by the City Council, Planning Board, Zoning Board of Appeals, and others. It is also a guide for City Staff and the public to use in the planning process.</p>
Sewall's Island – Factory Square Revitalization Plan	City of Watertown	The City's Strategic Plan includes a priority objective that overlaps with the Sewall's Island – Factory Square Revitalization Plan to assist in the redevelopment of Sewall's Island and Factory Square in order to create a vision and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, and identify transformational projects for this area.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Tree Management Plan	City of Watertown	<p>The City’s Tree Management Plan overlaps with the goals of our Strategic Plan and Comprehensive Plan through recommendations for the planting and proactive maintenance of city-owned tree assets. A diverse and resilient urban forest through continued planting and maintenance of trees enhances public safety, quality of life, and overall livability of our neighborhoods. Proactive tree planting and maintenance improves the character and quality of recreational opportunities through increased shade and aesthetic beauty, increasing livability for residents, and provides a backdrop to assist in economic development by creating public spaces that are attractive to investors and redevelopment opportunities.</p>
ADA Transition Plan	City of Watertown	<p>The City’s Strategic Plan priority objectives overlap with the ADA Transition Plans vision and goals. The City of Watertown has completed data collection for ADA curb ramps and City facilities. Data collection for sidewalks is incomplete, but a future task. Once all data is collected, an ADA transition plan will go into the works with improvements being prioritized as urgent, moderate, or low. The purpose of making the City of Watertown more ADA compliant is to improve the quality of life for individuals with disabilities.</p>

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Complete Streets Policy	City of Watertown	The City’s Strategic Plan priority objectives overlap with the Complete Streets Policy’s vision and goals. The Complete Streets Policy’s vision is to design, provide and maintain a safe accessible, and well-connected multimodal surface transportation network that meets the needs of all users, regardless of age or ability level, including drivers of automobiles, emergency and freight vehicles, bicyclists, pedestrians, transit users and those with disabilities. The City’s inclusive transportation network will play a crucial role in ensuring the health, safety, economic vitality, and quality of life in the City of Watertown.
Local Waterfront Revitalization Plan	City of Watertown	The City’s Strategic Plan priority objectives overlap with the LWRP visions and goals. The LWRP will guide coordinated efforts by the City, State, and private interests to manage this important resource in a manner that protects its environmental integrity and maximizes its contribution to the City’s quality of life and economic vitality. The program will help maintain and protect water quality, the environment, enhance access to the river, provide new recreational opportunities, restore and revitalize formerly industrial land on the water, and stimulate economic development for the City. The LWRP will serve as a voluntary, community-based guide for future land and water use.

**Table 3 - Other local / regional / federal planning efforts**

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting.**

The citizen participation process for the City of Watertown's Community Development Block Grant Program included extensive outreach to several different organizations and individuals throughout the community. Through an email sent on February 16, 2024, the City contacted numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City also contacted adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

On the evening of February 12, 2024, the City Planning Department presented to the City Council during a council meeting. The presentation updated the Council members on CDBG accomplishments over the last year and encouraged participation in the planning process for the City's Community Development Block Grant program 2024 Annual Action Plan. Planning Staff gave an overview of the CDBG program, discussed what activities were eligible and ineligible for CDBG funding, explained the role of locating projects in target areas to meet a national objective, and encouraged the Council members to share their ideas and help identify priorities and areas of concern.

The City Council expressed a desire to continue existing programs that have been successful in previous program years including the first-time homebuyer program. In addition, Council members reaffirmed their commitment to continue allocating CDBG funding for infrastructure projects in our target areas such as street reconstruction, utility replacement and sidewalk projects as low to moderate income individuals typically walk or use public transportation to get from one location to another.

The City Council held a public hearing on March 4, 2024, to obtain input from citizens, involved agencies and interested persons on activities to be included in the Consolidated Plan and Annual Action Plan. Two individuals spoke at the public hearing.

Along with the initial outreach and the public hearing, the City participated in meetings, conference calls, and email threads to continue to seek input and discuss the needs of the community related to housing, homelessness, public facilities, infrastructure improvements, public services, economic development, and planning. After seeking this input, a draft Annual Action Plan was published, and a 30-Day public comment period was held.

The citizen participation process was extremely beneficial to Staff as it reinforced findings from previous years' public meetings and allowed the City to develop its Annual Action Plan accordingly. It also allowed City Council members and citizens to learn more about the CDBG program.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	City Council Meeting	Members of City Council and meeting attendees	On the evening of February 12, 2024, Planning Staff gave a presentation to the City Council about the CDBG program and encouraged input for the 2024 Annual Action Plan. Attendance included City Council members, the City Manager, Deputy City Clerk, and various City staff.	The City Council generally supported the preliminary list of projects proposed for the 2024 Annual Action Plan and expressed a desire to continue several existing programs that have been successful in previous program years including the first-time homebuyer program. In addition, Council members reaffirmed their commitment to continue allocating CDBG funding for infrastructure projects in our target areas such as street reconstruction, utility replacement and sidewalk projects. The Council also asked questions about our housing programs and discussed the possibility of using more CDBG funds to these types of projects. Their questions and ideas helped identify priorities and areas of concern.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	<a href="https://livestream.com/swp/wcc/videos/240211195">https://livestream.com/swp/wcc/videos/240211195</a>



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Advisory Board Meeting	Citizens, Community Leaders	On February 8, 2024, Planning Staff gave a presentation on the CDBG program to members of Advantage Watertown, a group of private and public sector community leaders that serve as a Citizens Advisory Board to the City Council. Staff requested input from members on the program. Approximately 15 Advantage Watertown members attended this meeting.	The Advantage Watertown members in attendance generally supported the preliminary list of projects proposed for the 2024 Annual Action Plan. An individual from the Committee suggested a job training program for high school graduates who are not interested in pursuing a college education.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

3	Internet Outreach	Local Public Agencies	<p>On February 16, 2024, the City sent an email to several local agencies, previously identified in our Citizen Participation Plan, notifying them that the City was beginning the process of preparing our Annual Action Plan. The email requested input, either by email, by phone, in writing or in person, on the City's needs and the community's desires relative to housing, homelessness, public facilities, infrastructure, public services, economic development and planning. The email also notified the recipients that a public hearing had been scheduled for March 4, 2024. Over 25 agencies were contacted as part of this outreach effort.</p>	<p>The City of Watertown received two emails in response to this outreach. One response was from North Country Transitional Living Services, Inc. (NCTLS). Their email discussed potential assistance with costs of their case management staff and on-site services at their proposed Transitional Homeless Housing Single Room Occupancy (SRO) facility. A formal request for CDBG funds from NCTLS through the PY 2024 Annual Action Plan was received on March 4, 2024. Another response was received by the WCSD School Pantry to continue funding for the Food 4 Families program. The program addresses food insecurity among children in the community. A formal request for CDBG funds from the Watertown City School District Assistant Superintendent for Instruction was received on March 4, 2024.</p>	<p>The City of Watertown did not reject any comments received.</p>	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	On the evening of March 4, 2024, City Council held a public hearing in Council Chambers at City Hall to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.	At the public hearing, a citizen voiced her suggestion to use part of the CDBG funds towards Zoo New York to assist in covering the expenses of Zoo New York educational initiatives for school aged children and assisting in covering memberships for low to moderate income families. Another citizen who works at Northern Region Center for Independent Living suggested using funds to encourage development of accessible homes for the aging population, to be used for ramps and accessible bathrooms in their homes. Additionally, she appreciated the increase in accessible sidewalks and curb cuts and would like to see it continue. Lastly, she suggested the use of audible crosswalks to assist visually impaired individuals.	The City of Watertown did not reject any comments received.	<a href="https://livestream.com/swp/wcc/videos/241527432">https://livestream.com/swp/wcc/videos/241527432</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Members of City Council and meeting attendees	For the April 1, 2024, City Council meeting, Planning Staff provided a Staff Report for the City Council that summarized the Annual Action Plan process that had taken place to date. The report provided a list of project ideas and funding requests that the City had received since starting the development of the plan. Attendance included City Council members, the City Manager, the City Clerk, various City staff and members of the public.	The Council generally supported the finalized draft project list proposed for the 2024 Annual Action Plan. Council members did not have any questions or comments on the priorities for the draft Annual Action Plan.	The City did not receive any comments.	<a href="https://livestream.com/swp/wcc/videos/243126403">https://livestream.com/swp/wcc/videos/243126403</a>

**Table 4 Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

#### Introduction

The City of Watertown is receiving funds from the CDBG program as an Entitlement Community for the eleventh year. Program Year 2024 will be the fourth year of funding under our 2021-2025 Consolidated Plan. The City's timeline for writing the draft 2024 Annual Action Plan preceded an award letter from HUD that outlined the available funding amount for the CDBG Program for 2024. In drafting the proposed plan, the City utilized an anticipated budget of \$925,000 and the funding levels shown for each project are estimated amounts. The overall budget amount is an estimate, based on a slight increase from the amount the City received in PY 2023 (\$913,462). Once HUD informs the City of our actual funding amount for 2024, we will update the table below, and the individual project budgets based on the plan outlined below.

#### Budget Contingency Provision

As noted above, while developing the proposed 2024 Annual Action Plan, the City utilized an anticipated budget of \$925,000. The following "contingency provision" language is intended to explain how the City will adjust its proposed Annual Action Plan to match its actual allocation amount once the actual amount becomes known.

If the funding awarded to the City of Watertown is greater than the \$925,000 that is anticipated, the amount in excess will be allocated to the Huntington Street Water Main Replacement Project.

If the funding allocated to the City is less than \$925,000, the City proposes to reduce the amount budgeted for the ADA Ramp & Sidewalk Replacement Project 2024.

The anticipated accomplishments for Huntington Street Water Main Replacement Project will not change as the overall project scope will remain the same. Additional City funding will be allocated to the overall \$3.25 million project meaning that the full scope of the project will move forward and be accomplished, regardless of the exact funding level. The accomplishments for the ADA Ramp & Sidewalk Replacement Project 2024 may change slightly if less funding is allocated to the project. The scope will be reduced by approximately 1 ADA ramp reconstructed for every \$4,000 less in funding that is allocated to the project.

The City was informed on May 9, 2024 that the funding allocation will be \$882, 736 which is \$42,264 less than anticipated when this plan was originally written. Consistent with the contingency plan above, the budget for the ADA Ramp and Sidewalk Replacement Project has been reduced by that amount, all other project budgets staying the same.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Admin Housing Public Improvements Public Services	\$882,736	\$0	0	\$882,736	\$930,000	This is the City's annual allocation from HUD for the CDBG program.  Year 5 assumes a funding level of \$930,000.

**Table 4 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.**

These funds will leverage private equity and financing when used for one of the housing rehabilitation or homebuyer programs. When used for larger housing projects, state and other federal funds will also be leveraged. For the Huntington Street Water Main Replacement Project, the CDBG funds will leverage capital funding from the City’s Water Fund. Additionally, the Transitional Homeless Housing SRO will leverage funds from the Jefferson County Department of Social Services for the operation of the facility.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.**

City-owned property will undergo evaluation for potential improvement and use as neighborhood public facilities or housing for low- and moderate-income persons. Occasionally, the City obtains property through the tax foreclosure process. These properties will also be evaluated. For example, a salvageable house may be put into one of the rehabilitation programs or a dilapidated building may be demolished as part of blight elimination. In the past the City has also included funding in our annual action plans specifically for tax-foreclosed properties. The funding was allocated to help stabilize properties until a full redevelopment plan was developed and to assist with needed environmental remediation in certain locations.

**Discussion**

The City of Watertown will be starting its eleventh year as an Entitlement Community under the CDBG Program. The city still has unspent funds from the previous years but expects to continue to draw down that funding and complete several projects by the end of Program Year 2023. For 2024, the City expects to receive \$925,000 in CDBG Entitlement funding from HUD. After this plan was drafted, the City received notification from HUD that the annual allocation for the year will be \$882,736.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Neighborhood Stabilization and Revitalization	2021	2025	Non-Housing Community Development	Downtown Northeast	Public Infrastructure Improvements	CDBG: \$662,736	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: Approximately 1,632 Persons Assisted
2	Affordable Housing Rehabilitation	2021	2025	Affordable Housing	Downtown East Near East Near West Northeast Northwest	Decent Affordable Housing	CDBG: \$0	Homeowner Housing Rehabilitated: 0 Household Housing Unit
3	Homeownership Assistance	2021	2025	Affordable Housing	Downtown East Near East Near West Northeast Northwest	Homeownership	CDBG: \$140,000	Direct Financial Assistance to Homebuyers: 4 Households Assisted



Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Environment and Quality of Life Enrichment	2021	2025	Non-Housing Community Development	Near East Northeast	Public Infrastructure Improvements	CDBG: \$15,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: Approximately 258 Persons Assisted
5	Fair Housing Education	2021	2025	Fair Housing	Downtown East Near East Near West Northeast Northwest	Fair Housing Education	CDBG: \$5,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
6	Homeless Assistance	2021	2025	Homeless	Downtown East Near East Near West Northeast Northwest	Homeless Prevention	CDBG: \$25,000	Homelessness Prevention: 40 Persons Assisted
7	Public Services Support	2021	2025	Non-Homeless Special Needs	Downtown East Near East Near West Northeast Northwest	Support of Public Services	CDBG: \$33,000	Public service activities other than Low/Moderate Income Housing Benefit: Approximately 90 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Planning and Administration	2021	2025	Planning and Administration	Downtown East Near East Near West Northeast Northwest	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention	CDBG: \$42,000	Other: 1 Other

**Table 5 - Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Neighborhood Stabilization and Revitalization
	<b>Goal Description</b>	Low- and moderate-income neighborhoods will be improved through the construction of public infrastructure improvements and the elimination of blighting influences in target areas. Public infrastructure projects include, but are not limited to, sidewalk and street reconstruction, complete streets improvements, utilities, lighting, technology, tree planting, neighborhood facilities, historic preservation, facilities for persons with special needs and handicapped accessibility projects. Blight elimination includes the demolition of buildings in target areas or other areas in order to stop the spread of blighting influences throughout the City.
2	<b>Goal Name</b>	Affordable Housing Rehabilitation
	<b>Goal Description</b>	Rehabilitate owner-occupied and rental properties for low- and moderate-income persons, with an emphasis on those properties that will contribute to neighborhood stabilization and revitalization.
3	<b>Goal Name</b>	Homeownership Assistance
	<b>Goal Description</b>	Provide homeownership assistance to low- and moderate-income families to increase the number of owner-occupied households and to help stabilize and revitalize neighborhoods throughout the City.
4	<b>Goal Name</b>	Environment and Quality of Life Enrichment
	<b>Goal Description</b>	Improve environmental conditions by addressing environmental equity and environmental justice issues in low- and moderate-income neighborhoods by constructing physical improvements such as parks, playgrounds, trails, rain gardens and other green infrastructure, implementing renewable energy initiatives, eliminating combined sewer overflows, narrowing streets to provide increased greenspace, tree planting, tree pit expansion and enhancements, and other urban forestry initiatives such as hazardous tree removal and invasive species management.
5	<b>Goal Name</b>	Fair Housing Education
	<b>Goal Description</b>	Reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training, and technical assistance.

6	<b>Goal Name</b>	Homeless Assistance
	<b>Goal Description</b>	Support the Points North Housing Coalition, the local Continuum of Care, and other local agencies that are working to prevent homelessness through attendance at quarterly meetings, discussing services for homeless persons, and long-term planning to address homelessness in the community. Support local efforts to address homelessness in the City by providing funds to assist with the operation of a transitional single-room occupancy facility.
7	<b>Goal Name</b>	Public Services Support
	<b>Goal Description</b>	Support agencies that are working to address social issues and concerns within the community including, but not limited to, crime prevention and public safety, health services, substance abuse services, education programs, services for senior citizens and recreational services.
8	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Conduct planning studies as needed to develop neighborhood revitalization strategies and to inform the development of consolidated plans and annual action plans and administer the City’s CDBG Program including project management and the development of annual plans and reports.

**Table 6 – Goal Descriptions**

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)**

The City expects to provide 4 families with affordable housing through our Homeownership Assistance Program.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

For Program Year 2024, the City plans to address three primary goals identified in our Consolidated Plan: Neighborhood Stabilization and Revitalization, Homeownership Assistance and Environment and Quality of Life Enrichment. The City's goal of Homeless Assistance will be addressed in our plan as well as Fair Housing Education and Public Services Support, at a much smaller funding level than the higher priority needs.

The City has identified the following projects to fulfill the three primary goals that the City plans to address this year: a water main replacement project, ADA ramp reconstruction, sidewalk reconstruction, tree planting, a demolition project, and a homebuyer program. To accomplish our lower priority goals, the City plans to assist the homeless by providing funds for operating assistance for a transitional housing SRO project, conduct Fair Housing education and provide support for a food pantry.

Planning and Administration will also be included in the plan and will provide funding for the overall administration of the CDBG Program.

#	Project Name
1	Huntington Street Water Main Replacement Project
2	ADA Ramp & Sidewalk Replacement Project 2024
3	Northwest Target Area Tree Planting Project 2024
4	531 Bradley Street Demolition Project
5	Homebuyer Program 2024
6	518 Pine St. Transitional Housing SRO
7	Fair Housing Education 2025
8	WCSD Food for Families (Backpack) Program
9	Program Administration

**Table 7 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.**

In developing the projects for our Annual Action Plan, the City put the most emphasis on the highest priority needs that were identified during our citizen participation and outreach initiatives, which were homeownership, environment and quality of life enrichment and neighborhood stabilization and revitalization. Approximately 91 percent of our available funding for this program year has been allocated to address these top priorities. The City will use the remaining funding for planning and administration and addressing our lower priority needs.

## AP-38 Project Summary

1	<b>Project Name</b>	Huntington Street Water Main Replacement Project
	<b>Target Area</b>	Near East and East
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$500,000
	<b>Description</b>	The Huntington Street Water Main Replacement Project involves the design and reconstruction of a 16” steel water main along Huntington Street from Eastern Blvd. to Factory Street. The project will improve reliability of the water system in this area of the City where previous water main breaks have occurred.
	<b>Target Date</b>	10/31/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The City estimates that 400 low to moderate-income (LMI) families will benefit from the proposed project based on the estimated number of families in the Block Group and the LMI percentage for the Block Group that the project covers. Since 2021 ACS data on total families in a geography is only available at the Census Tract level, the City divided the number of families evenly across the Block Groups when estimating the number of families.
	<b>Location Description</b>	The project is located on Huntington Street and spans the East and Near East Target Areas, as well as a non-Target Area Block Group in between these Target Areas. The City calculates a 53.7 percent LMI service area for this project.
	<b>Planned Activities</b>	Planned activities include reconstruction of an 85-year-old steel water main installed in 1939. The Project consists of the replacement of approximately 6,900 feet of 16” steel water main on Huntington Street from Factory Street to Eastern Boulevard with 16” ductile iron pipe, renewal of all service connections, new valves, new hydrants, site restoration and other related work.

2	<b>Project Name</b>	ADA Ramp & Sidewalk Replacement Project 2024
	<b>Target Area</b>	Northwest Northeast Near East Near West Non-Target
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$82,736
	<b>Description</b>	<p>This project involves public infrastructure improvements consisting of ADA sidewalk ramp and sidewalk reconstruction in various locations throughout the City of Watertown, with a primary focus on the Northeast and Northwest Target Areas and a secondary focus on the Near East and Near West Target Areas. The project will include some ramp replacement outside of Target Areas where specific ramps are in urgent need of replacement because of excessively deteriorated condition.</p> <p>The project will primarily focus Census Tracts 613 and 614, which together make up the City's north side. The Disability Rates in these tracts are 23.7 percent and 21.2 percent respectively, the highest and third highest of all seven Census Tracts in the City, according to 2018-2012 American Community Survey (ACS) 5-year Estimates. Census Tract 621 (of which the Near East Target Area comprises one Block Group) has a Disability Rate of 22.4 percent, the second highest in the City. No other Census Tract has a Disability Rate higher than 16.8 percent.</p> <p>The project will provide new accessible ramps in locations where either none currently exist or where the existing ramps do not comply with the current ADA PROWAG requirements. The exact number of ramps and sidewalks installed will depend on design and construction costs. This project will help to meet an important non-housing community development need identified in the City's Consolidated Plan, which is to ensure pedestrian safety by providing for the safe movement of the elderly and disabled by installing the accessible ramps.</p>

<b>Target Date</b>	9/30/2025
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The City estimates that 974 low-to-moderate income families will benefit from the proposed project based on the total number of families in the Census Tracts and the LMI percentages in the Block Groups that make up the City's North Side. However, the primary beneficiaries of the project will be the elderly and severely disabled persons who reside in or utilize the areas where the improvements are proposed. It is difficult to estimate accurately the number of elderly and severely disabled persons who will ultimately utilize the improvements. 2018-2012 American Community Survey (ACS) 5-year Estimates project that there are 4,263 civilians in the City of Watertown with a disability, with a margin of error of +/- 467.
<b>Location Description</b>	The project will take place at various intersections in Census Tract 614, which has the highest Disability Rate of any Census Tract in the City, according to 2013-2017 ACS 5-year Estimates.
<b>Planned Activities</b>	The City proposes to construct ADA accessible sidewalk ramps that will serve to remove barriers and enhance the mobility of, and accessibility to, severely disabled persons. The work will consist of constructing ramps, landings, curbing, sidewalk transitions, as well as installing tactile warning plates and other related work, including one signalized crosswalk.



3	<b>Project Name</b>	Northwest Target Area Tree Planting Project 2024
	<b>Target Area</b>	Northwest
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization Environment and Quality of Life Enhancement
	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	This project involves public infrastructure improvements consisting of tree planting in the City's Northwest Target area.
	<b>Target Date</b>	10/31/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The City estimates that 258 low-to-moderate income families residing in the Northwest Target Area will benefit from the proposed project based on the total number of families in Census Tract 613, and the LMI percentages in the eligible Block Groups where the new trees will be planted. Tree planting will benefit those who live in or utilize the areas where the improvements are proposed, especially in areas of historically low tree canopy percentages or limited access to street trees, parks, or green space.
	<b>Location Description</b>	The project will take place within the City's Northwest target area.
<b>Planned Activities</b>	Priority tree planting locations in the Northwest Target Area exhibit one or more of the following site conditions: Low tree canopy percentage, recent nearby tree removal(s), proximity to existing ash tree(s), stormwater susceptibility sites, and vacant planting locations as defined which can be found in the City's existing tree inventory data. Based on current data, the Northwest Target Areas has a few hundred potential planting locations within City street margins, parks, and playgrounds. Planting locations are based on minimum street margin widths and recommended proximity to above-ground features including (other trees, intersections, driveway aprons, utility poles, fire hydrants, street signs, etc.). Staff estimates 37 new trees will be planted as part of the project.	

4	<b>Project Name</b>	531 Bradley Street Demolition Project
	<b>Target Area</b>	Northwest
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Blight Elimination
	<b>Funding</b>	CDBG: \$65,000
	<b>Description</b>	This project will involve the demolition of a blighted structure located at 531 Bradley Street in the City's Northwest Target Area. The project will remove a blighted structure and will aid in the prevention of blight spreading to adjacent properties.
	<b>Target Date</b>	04/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable
	<b>Location Description</b>	This project will take place at 531 Bradley Street.
	<b>Planned Activities</b>	A dilapidated single family residential home located on the parcel will be demolished and the site will be restored.

5	<b>Project Name</b>	Homebuyer Program 2024
	<b>Target Area</b>	Downtown East Near East Near West Northeast Northwest
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization Homeownership Assistance
	<b>Needs Addressed</b>	Homeownership
	<b>Funding</b>	CDBG: \$140,000
	<b>Description</b>	This project will provide grants to assist qualified low-to-moderate income individuals with down payment assistance toward the purchase of a new home. The project is designed to increase the opportunity for homeownership throughout the City, with an emphasis on our CDBG target areas.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This program will assist approximately four low to moderate income families.
	<b>Location Description</b>	The project will take place throughout the City of Watertown.
	<b>Planned Activities</b>	The Homebuyer Program will provide grants to assist qualified low-to-moderate income individuals with down payment assistance toward the purchase of a new home.

<b>6</b>	<b>Project Name</b>	518 Pine Street Transitional Housing SRO
	<b>Target Area</b>	None
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homeless Prevention
	<b>Funding</b>	\$25,000
	<b>Description</b>	North Country Transitional Living Services, Inc. (NCTLS) has partnered with the Jefferson County Department of Social Services (JCDSS) to operate a single room occupancy (SRO) facility located at 518 Pine Street. The 18-bed facility provides safe, supervised transitional housing to individuals experiencing homelessness. On-site Case Managers link and refer individuals to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits. The program will identify an individual's need not only for housing but also securing other resources needed to maintain housing stability (food security, health insurance, vocational and educational support, medical treatment, transportation, clothing, social connectedness, etc.).
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The City estimates that this project will assist approximately 40 homeless individuals.
	<b>Location Description</b>	The project is located at 518 Pine Street in the City.
	<b>Planned Activities</b>	The project will provide case-management to assess individuals' needs and barriers relative to independent housing in the community and develop a plan of service to assist them to achieve it. Case Managers will link and refer to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits.

7	<b>Project Name</b>	Fair Housing Education 2025
	<b>Target Area</b>	Downtown East Near East Near West Northeast Northwest
	<b>Goals Supported</b>	Fair Housing Education
	<b>Needs Addressed</b>	Fair Housing Education
	<b>Funding</b>	CDBG: \$5,000
	<b>Description</b>	The City of Watertown proposes to undertake a Fair Housing Education Project aimed at informing citizens of their Fair Housing rights and educating staff. This informational campaign will include, but not necessarily be limited to advertising and outreach, as well as in-person and/or online information activities. Lack of knowledge of Fair Housing rights on the part of both tenants and housing providers was identified as an impediment in the City's Analysis of Impediments to Fair Housing. This education and outreach program will help to increase awareness and understanding of Fair Housing rights in the community.
	<b>Target Date</b>	12/31/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The City estimates that 25 families will benefit from the proposed project.
	<b>Location Description</b>	The project will take place throughout the City of Watertown.
	<b>Planned Activities</b>	The project will consist of an informational campaign to include advertising and outreach, as well as other educational/information activities aimed at informing people of their Fair Housing rights.

8	<b>Project Name</b>	WCSD Food for Families (Backpack) Program
	<b>Target Area</b>	Downtown, Near East, East, Northeast, Northwest, West
	<b>Goals Supported</b>	Public Services Support
	<b>Needs Addressed</b>	Support of Public Services
	<b>Funding</b>	CDBG: \$8,000
	<b>Description</b>	This project will provide funding for the Watertown City School District (WCSD) backpack program, Food 4 Families. The Program provides impoverished children and their families with a backpack full of food each Friday so they have food to eat over the weekend. This enables them to be better prepared to learn when the new school week starts. The long-term goals of the program include improving scores, attendance, graduation rates, etc. The program is carried out at all school buildings within the District, with the numbers of backpacks per school being divided evenly based on school population and need. For school year 22-23, the school district reported 66% of its students as economically disadvantaged. The program is currently run entirely on donations made to a backpack fund set up at the United Way, which allows for the purchase of food through the CNY Foodbank. Volunteers from the community raise funds for the purchase of food, which is packed into bags each Wednesday by students and volunteers. The program provides approximately 120 backpacks each week during the school year, but there is greater need in the District than the program can provide.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This program will assist approximately 50 low to moderate income families, over the course of 40 weeks.
	<b>Location Description</b>	The program will service all schools in the Watertown City School District.
<b>Planned Activities</b>	The Watertown City School District Food 4 Families Program will provide food for approximately 50 students and their families throughout the Watertown City School District each week for 40 weeks during the school year.	

9	<b>Project Name</b>	Program Administration 2024
	<b>Target Area</b>	Downtown East Near East Near West Northeast Northwest
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Decent Affordable Housing Homeownership Public Infrastructure Improvements Environment and Quality of Life Enrichment Blight Elimination Fair Housing Education Support of Public Services Homeless Prevention
	<b>Funding</b>	CDBG: \$42,000
	<b>Description</b>	This project is for the administration of the CDBG Program.
	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable
	<b>Location Description</b>	This covers wherever the CDBG funds will be spent.
	<b>Planned Activities</b>	The City will administer the CDBG Program.

## **AP-50 Geographic Distribution - 91.420, 91.220(f) – GU**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.**

The City does not plan to designate an official Target Area as its focus area for Program Year 2024. However, the Huntington Street Water Main Replacement Project, which accounts for just over one-half of the City’s PY 2024 Entitlement award, spans the East and Near East Target Areas, as well as a non-Target Area Block Group in between these Target Areas. The City calculates a 53.7 percent LMI service area for this project.

The Northwest Target Area will also see significant investment in PY 2024. The Northwest Target Area Tree Planting Project and the 531 Bradley Street Demolition Project will both occur in this neighborhood.

Many proposed projects for Program Year 2024 will be citywide. The Homebuyer Program, Fair Housing Education Project Calendar Year 2025, WCSD Food for Families (Backpack) Program, 518 Pine Street Transitional Housing SRO and ADA Ramp Replacement Project 2024 will all have citywide benefits, including locations outside of Target Areas.

For the purpose of calculating the percentage of funds spent in each Target Area, the City took different approaches to each project. For the single-location projects within Target Areas, the City assigned those funds to the appropriate Target Areas. For the Food For Families, Fair Housing Education and Transitional Housing SRO projects, the City divided the total amount programmed by seven (the six Target Areas plus Non-Target Area spending). For CDBG Program Administration and the Homebuyer Program, the City divided the amount programmed by six (the five Target Areas excluding Downtown plus Non-Target Area locations). The City excluded downtown because the number of homes available for purchase downtown is not statistically significant. Finally, for the ADA Ramp Replacement Project, the City divided the total amount by five (the four identified Target Areas in the project description plus Non-Target Area locations).

Since some spending will occur outside of Target Areas, the values in the “Percentage of Funds” table immediately below will only add up to 77 percent, as it only tabulates spending within Target Areas.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Downtown	1
Near East	25
East	22
Northeast	7
Northwest	15
Near West	7

**Table 8 - Geographic Distribution**



### **Rationale for the priorities for allocating investments geographically.**

The City has selected projects based upon the most urgent needs and maximum impacts; and will continue that strategy in PY 2024. Over the three preceding program years, that prioritization strategy has led to an unofficial focus on the Northeast Target Area, as that is where the City had identified the most impactful projects. This year, the East and Near East Target Areas will see the most spending due to the Huntington Street Water Main Replacement Project.

The disability rates in Census Tracts 613 and 614, which together make up the City's North Side, are 23.7 percent and 21.2 percent, respectively, which are the highest and third highest disability rates of the seven Census Tracts in the City, making ADA ramp projects on the North Side particularly impactful.

In addition, Neighbors of Watertown, the City's subrecipient responsible for implementing the Homebuyer Program, has a long waitlist of applicants for this assistance. Many applicants have been on this list for over a year or more, and position on the waitlist will take precedence over geographic location when selecting recipients of this assistance.

### **Discussion**

Although the City will again not designate a formal focus area for PY 2024, the City anticipates spending a plurality of funds in the East and Near East Target Areas, as this is where the City has identified the Huntington Street Water Main Replacement Project as the most impactful possible project for this Program Year.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

CDBG funded activities for this program year will address improvements to public infrastructure and environmental and quality of life improvements, homebuyer assistance, blight removal, fair housing education initiatives, homeless assistance and projects that support the social needs identified by the community through our public outreach process.

### **Actions planned to address obstacles to meeting underserved needs.**

The City's first-time homebuyer program will help to improve the quality of the housing stock in the City by providing first-time homebuyer assistance along with assistance for moderate rehabilitation to those who otherwise could not afford it. Additionally, by providing operating assistance for the 518 Pine Street Single-Room Occupancy program, the City will be helping to address the needs of those in need of housing assistance. The Food 4 Families program will provide weekend meals for low-income families that struggle with being able to afford food.

### **Actions planned to foster and maintain affordable housing.**

The homebuyer program will allow families to purchase a home that otherwise would not be able to afford to own a home of their own. The funds will also allow the families to perform minor rehabilitation on their home to make it safer and more affordable to live in. The homebuyer program will help four families purchase a home.

### **Actions planned to reduce lead-based paint hazards.**

The homebuyer program mentioned above will also serve to mitigate and remove lead-based paint hazards.

### **Actions planned to reduce the number of poverty-level families**

The homeless assistance program will provide unhoused individuals with secure housing and connect them with social services which will help lead them out of homelessness. The Food 4 Families Program will provide food and nutrition for families on the weekends, which will help ease their food cost burden.

### **Actions planned to develop institutional structure.**

The City of Watertown Planning and Community Development Department remains responsible for the administration of the CDBG Program. Effective delivery of the program requires constant communication and coordination with numerous City departments and agencies. Within the Planning and Community Development Department, CDBG duties and program areas (housing, public improvements, and public services) have been divided among all staff members. This provides staff the

ability to provide assistance in all program areas as the workload dictates. Additionally, an effort has been made to involve multiple staff members in each program area so that the department is not left in a difficult position in the event of staff changes.

Planning Staff has also involved members of the City's GIS Department in spatial analyses related to planning efforts for the CDBG program. Planning Staff works closely with GIS Staff to educate them about the CDBG program so that the GIS Department can continue to contribute to the City's administration of the CDBG program.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

As part of our 2024 Annual Action Plan, the City is collaborating with North Country Transitional Living Services, Inc. (NCTLS) on a Transitional Homeless Housing Single Room Occupancy (SRO) facility that they have developed in partnership with the Jefferson County Department of Social Services (DSS) at 518 Pine Street in the City. The 18-bed SRO facility provides safe, supervised transitional housing to individuals experiencing homelessness. The City will also collaborate with CNY Fair Housing to provide Fair Housing services. The City will also be working with the Watertown City School District, by providing assistance to fund the Food 4 Families program. The City has a sub-recipient agreement with Neighbors of Watertown, a not-for profit housing agency, to administer the housing programs funded with CDBG funds.

The City will continue to strive to find ways to help improve cooperation between the public and private entities that comprise its partner organizations.

### **Discussion**

In addition to the actions listed above, the City will direct funding toward infrastructure replacement and new infrastructure construction, including new streets and sidewalks, ADA ramps, and tree planting.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I) (1,2,4)

#### Introduction

The City's previous rental rehabilitation program is the only source of program income for our entitlement community. The payments received to date are typically spent with our next drawdown and we do not anticipate having any program income on hand at the end of this program year that has not been reprogrammed.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
<b>Total Program Income:</b>	<b>\$0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	88.00%

**Discussion:** We expect that approximately 88 percent of the available funds for the program year will benefit low- and moderate-income persons. We will use a 1-year period to determine the overall benefit for Program Year 2024.

Res No. 2

May 20, 2024

TO: The Honorable Mayor and City Council

FROM: Eric Wagenaar, City Manager

SUBJECT: Authorizing Change Order No. 1 with Northern Pioneer Contractors, Inc.  
for the WWTP Lift Station Standby Generator Installation Project

Additional work for a 35' Class 5 pole at the Cedar Street Lift Station was required by Northern Pioneer Contractors, Inc., see attached quote, in the amount of \$5,259.44.

A Resolution approving CO No.1 between Northern Pioneer Contractors, Inc. and the City of Watertown has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing Change Order No. 1 with Northern Pioneer Contractors, Inc. for the WWTP Lift Station Standby Generator Installation Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa L..

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V. C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS, Northern Pioneer Contractors, Inc., and the City of Watertown entered into an Agreement dated August 25, 2023 to provide and install lift station standby generators at three lift stations, in the amount of \$175,680; and

WHEREAS the Cedar Street Lift Station required the replacement of the existing power pole with a 35' Class 5 pole; and

WHEREAS Northern Pioneer Contractors, Inc., submitted a Change Order, a copy of which is attached and made a part of this resolution, for the additional cost; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes Change Order No. 1 of the Northern Pioneer Contractors, Inc. Agreement, to include the additional services with an increase of \$5,259.44, bringing the contract total to \$180,939.44, and

BE IT FURTHER RESOLVED that the City Manager, Eric Wagenaar, is hereby authorized and directed to execute the Change Order on behalf of the City of Watertown.

**Seconded by** \_\_\_\_\_



# PROPOSED CHANGE ORDER

PCO # 1

DATE CEDAR STREET PUMP STATION

PROJECT ID STATION

PAGE # 1

SEND TO:	ANGEL FFRENCH @ CITY OF WATERTOWN
REFERENCE	VERBAL DISCUSSIONS
FROM:	ADAM SAUER 315.777.5461 email: asauer.npc@frontier.com

\*\*\*\*\* WORK DESCRIPTION \*\*\*\*\*

**Northern Pioneer Contractors, Inc. is pleased to quote \$ 5,259.44 for work required by the following:**

PROVIDE LABOR & MATERIALS AS INDICATED:

REPLACE EXISTING ELECTRICAL SERVICE POLE WITH NEW 35' CLASS 5 POLE BY SYRACUSE UTILITIES. COORDINATION OF DISCONNECT & RE-CONNECT WITH NATIONAL GRID. RE-USE EXISTING ANCHOR, GUY AND SERVICE MAST

This quotation is based on the following terms and conditions:

- ✓ Extension of time required for this change: 0 days
- ✓ Guaranteed firm price duration: 10 days

\*\*\*\*\* SUMMARY \*\*\*\*\*

MATERIAL	DESCRIPTION	AMOUNT
General Materials	SEE ATTACHED ITEMIZED BREAKDOWN	\$ 3,125.00
Quoted Materials		\$ -
<b>Material TOTAL</b>		<b>\$ 3,125.00</b>

LABOR	QTY	RATE	HOURS	AMOUNT
ELECTRICIAN	1 @	\$ 81.00	16	\$ 1,296.00
		\$ -		\$ -
				\$ -
				<b>\$ 1,296.00</b>

**TOTAL MATERIAL & LABOR - (use for allowance) \$ 4,421.00**

MARKUP	RATE	AMOUNT
Overhead	@ 10%	\$ 442.10
Profit	@ 5%	\$ 243.16
<b>Markup TOTAL</b>		<b>\$ 685.26</b>

BOND @ 3% \$ 153.19

**TOTAL SELLING COST - (use for change order) \$ 5,259.44**

If this quotation is accepted, please sign and date below

Select ALLOWANCE or CO below

Signature \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_ Allowance  
\_\_\_\_\_ Change Order

# PROPOSED CHANGE ORDER

continued

PCO # 1  
 DATE 01/00/00  
 PROJECT ID CEDAR STREET PUMP STATION  
 PAGE # 2  
 REFERENCE VERBAL DISCUSSIONS

\*\*\*\*\* ITEMIZED BREAKDOWN \*\*\*\*\*

MATERIAL DESCRIPTION	UNIT	PRICE / UNIT	QTY	MATERIAL COSTS	LABOR / UNIT	LABOR HOURS
SYRACUSE UTILITIES POLE INSTALLED	E	\$ 2,350.00	1	\$ 2,350.00		0.00
LIFT RENTAL	DAY	\$ 500.00	1	\$ 500.00		0.00
MISC. FASTENERS	LOT	\$ 75.00	1	\$ 75.00		0.00
REMOVAL & RE-INSTALLATION OF RISER & CONNECTIONS	LOT		1	\$ -	16	16.00
INSPECTION	E	\$ 200.00	1	\$ 200.00		0.00
				\$ -		0.00
				<b>Material Cost</b>		<b>Labor Hours</b>
				<b>\$ 3,125.00</b>		<b>16.000</b>



Res No. 3

May 7, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Disinfection Chemicals for the WWTP, Slack Chemical Co., Inc.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for disinfection chemicals for the Water Pollution Control Plant, per City specifications and publicly opened and read the sealed bids on April 30, 2024, at 11:45 a.m. EST. Invitation to bids were provided to seven (7) plan houses and five (5) potential vendors.

The Purchasing Department received three (3) sealed bid submittals and the bid tabulations are shown below:

Vendor Name, Address, Point of Contact, and email address		Slack Chemical Co., Inc.		Holland Company, Inc.		PVS Chemical Solutions, Inc.	
		PO Box 30, 465 S. Clinton St.		153 Howland Ave.		10900 Harper Avenue	
		Carthage, NY 13619		Adams, MA 01220-1199		Detroit, MI 48213	
		Mary Shanahan <a href="mailto:slack@slackchem.com">slack@slackchem.com</a>		Matthew B. Holland <a href="mailto:hcoffice@hollandcompany.com">hcoffice@hollandcompany.com</a>		Milisav M. Bulatovic <a href="mailto:bids@pvschemicals.com">bids@pvschemicals.com</a>	
Description	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Sodium Hypochlorite (40,000)	Gallon	\$ 2.893	\$ 115,720.000	NO BID	#VALUE!	NO BID	#VALUE!
Sodium Bisulfite Solution (20,000)	Gallon	\$ 2.498	\$ 49,960.000	\$ 3.620	\$ 72,400.000	\$ 4.500	\$ 90,000.000

The Purchasing Manager and WWTP Chief Operator, Angel French reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for disinfection chemicals to Slack Chemical Co., Inc. as the lowest responsive responsible bidder using the pricing shown above for the fiscal period of July 1, 2024 – June 30, 2025.

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

# RESOLUTION

Page 1 of 1

Accepting Bid for Disinfection Chemicals for the WWTP, Slack Chemical Co., Inc.

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 desires to purchase disinfection chemicals, on an as needed basis, for use at the City’s Pollution Control Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for disinfection chemicals, and

WHEREAS on April 30, 2024, at 11:45 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Wastewater Department Chief Operator and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Slack Chemical Co., Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Slack Chemical Co., Inc. per the pricing schedule proposed, for the purchase of disinfection chemicals.

**Seconded by** \_\_\_\_\_



**CITY OF WATERTOWN, NEW YORK**

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

Project

Disinfection Chemicals -WWTP

Bid / RFP Number:

Bid #2024-11

Opening Date:

TUESDAY, APRIL 30, 2024 @ 11:45 AM

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

Vendor Name, Address, Point of Contact, and email address		Slack Chemical Co., Inc.		Holland Company, Inc.		PVS Chemical Solutions, Inc.			
		PO Box 30, 465 S. Clinton St.		153 Howland Ave.		10900 Harper Avenue			
		Carthage, NY 13619		Adams, MA 01220-1199		Detroit, MI 48213			
		Mary Shanahan <a href="mailto:slack@slackchem.com">slack@slackchem.com</a>		Matthew B. Holland <a href="mailto:hcoffice@hollandcompany.com">hcoffice@hollandcompany.com</a>		Milisav M. Bulatovic <a href="mailto:bids@pvschemicals.com">bids@pvschemicals.com</a>			
Description	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Sodium Hypochlorite (40,000)	Gallon	\$ 2.893	\$ 115,720.000	NO BID	#VALUE!	NO BID	#VALUE!		\$ -
Sodium Bisulfite Solution (20,000)	Gallon	\$ 2.498	\$ 49,960.000	\$ 3.620	\$ 72,400.000	\$ 4.500	\$ 90,000.000		\$ -
Non-Collusion Certificate			Y		Y		Y		
Exceptions or Limitations to Bid Specs			Y		Y		Y		
Bidders Acknowledgement of Term/Cond									
Product Data Sheets			Y		Y		Y		
Certificate of Compliance with the Iran Divestment Act			Y		Y		Y		
Sexual Harassment Prevention			Y		Y		Y		
Vendory Responsibility									
Addendum Acknowledgement (if any)			Y		Y		Y		

Res No. 4

May 7, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Process Chemicals – Dry Polymer for the WWTP, Slack Chemical Co. Inc.

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Dry Polymer for the Water Pollution Control Plant, per City specifications and publicly opened and read the sealed bids on April 30, 2024, at 11:15 a.m. EST. Invitation to bids were provided to seven (7) plan houses and seven (7) potential vendors.

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

Vendor Name, Address, Point of Contact, and email address		Slack Chemical Co., Inc.		Solenis LLC	
		PO Box 30, 465 South Clinton St.		2475 Pinnacle Drive	
		Carthage, NY 13619		Wilmington, DE 19803	
		Mary Shanahan		Wendy S. Mueller	
		<a href="mailto:slack@salckchem.com">slack@salckchem.com</a>		<a href="mailto:bidfers@solenis.com">bidfers@solenis.com</a>	
Description	Qty./UOM	Unit Price	Ext. Price	Unit Price	Ext. Price
Dry Polymer	50,000/ LB				
Sta Floe 6532		\$ 2.29	\$ 114,500.00		
Sta Floe 6439XXR		\$ 2.15	\$ 107,500.00		
Zetag 8185/ Praestol 858				\$2.38	\$119,000.00
Delivery		3rd party - Direct Ship			

The Purchasing Manager and WWTP Chief Operator, Angel French reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for the Dry Polymer to Slack Chemical as the lowest responsive responsible bidder using the pricing shown above for the fiscal period of July 1, 2024 – June 30, 2025.

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

# RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals –  
Dry Polymer for the WWTP, Slack  
Chemical Co. Inc.

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 desires to purchase the process chemical, Dry Polymer, on an as needed basis, for use at the City’s Pollution Control Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for Dry Polymer, and

WHEREAS on April 30, 2024, at 11:15 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Wastewater Department Chief Operator and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Slack Chemical Co. Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Slack Chemical Co. Inc. per the pricing schedule proposed, for the purchase of Dry Polymer.

**Seconded by** \_\_\_\_\_



**CITY OF WATERTOWN, NEW YORK**

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

Project:	Process Chemicals - Dry Polymer - WWTP
Bid / RFP Number:	Bid #2024-09
Opening Date:	TUESDAY, APRIL 30, 2024 @ 11:15 AM

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

Vendor Name, Address, Point of Contact, and email address	Slack Chemical Co., Inc.		Solenis LLC						
	PO Box 30, 465 South Clinton St.		2475 Pinnacle Drive						
	Carthage, NY 13619		Wilmington, DE 19803						
	Mary Shanahan <a href="mailto:slack@salckchem.com">slack@salckchem.com</a>		Wendy S. Mueller <a href="mailto:bidders@solenis.com">bidders@solenis.com</a>						
Description	Qty./UOM	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Dry Polymer	50,000/ LB								
Sta Flocc 6532		\$ 2.29	\$ 114,500.00						
Sta Flocc 6439XXR		\$ 2.15	\$ 107,500.00						
Zetag 8185/ Praestol 858				\$2.38	\$119,000.00				
Delivery		3rd party - Direct Ship							
Addendum Acknowledgement (if any)		Y		Y					
Bid Bond or Check (B / C)									
Non-Collusive Bidding Certificate		Y		Y					
Certificate of Compliance with the Iran		Y		Y					
Sexual Harassment Form		Y		Y					
SAM's & NYS Debarred									

Res No. 5

May 7, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Process Chemicals – Ferric Chloride for the WWTP, PVS Technologies, Inc.

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Ferric Chloride for the Water Pollution Control Plant, per City specifications and publicly opened and read the sealed bids on April 30, 2024, at 11:30 a.m. EST. Invitation to bids were provided to seven (7) plan houses and seven (7) potential vendors.

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

Vendor Name, address, Point of Contact, and email address		PVS Technologies, Inc.		Kemira Water Solutions, Inc.	
		10900 Harper Avenue		4321 W. 6th St.	
		Detroit, MI 48213		Lawrence, KS 66049	
		Milisav M. Bulatovic <a href="mailto:bids@pvschemicals.com">bids@pvschemicals.com</a>		Christina M. Imbrogno <a href="mailto:kwsna.bids@kemira.com">kwsna.bids@kemira.com</a>	
Description	Qty.	Unit Price	Total Price	Unit Price	Total Price
Ferric Chloride - Per Dry Ton	305	\$1,243.00	\$379,115.00	\$ 1,249.00	\$ 380,945.00

The Purchasing Manager and WWTP Chief Operator, Angel French reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for the Ferric Chloride to PVS Technologies, Inc. as the lowest responsive responsible bidder using the pricing shown above for the fiscal period of July 1, 2024 – June 30, 2025.

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

# RESOLUTION

Page 1 of 1

Accepting Bid for Process Chemicals –  
Ferric Chloride for the WWTP,  
PVS Technologies, Inc.

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 desires to purchase the process chemical, Ferric Chloride, on an as needed basis, for use at the City’s Pollution Control Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for Ferric Chloride, and

WHEREAS on April 30, 2024, at 11:30 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Wastewater Department Chief Operator and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by PVS Technologies, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from PVS Technologies, Inc. per the pricing schedule proposed, for the purchase of Ferric Chloride.

**Seconded by** \_\_\_\_\_





**CITY OF WATERTOWN, NEW YORK**

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Bid Project:

Process Chemicals - Ferric Chloride - WWTP

Bid Number:

Bid #2024-10

Bid Opening Date:

TUESDAY, APRIL 30, 2024 @11:30 am

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

Vendor Name, address, Point of Contact, and email address		PVS Technologies, Inc.		Kemira Water Solutions, Inc.		Slack Chemical Co., Inc.			
		10900 Harper Avenue		4321 W. 6th St.		PO Box 30, 465 South Clinton St.			
		Detroit, MI 48213		Lawrence, KS 66049		Carthage, NY 13619			
		Milisav M. Bulatovic <a href="mailto:bids@pvschemicals.com">bids@pvschemicals.com</a>		Christina M. Imbrogno <a href="mailto:kwsna.bids@kemira.com">kwsna.bids@kemira.com</a>		Mary Shanahan <a href="mailto:slack@slackchem.com">slack@slackchem.com</a>			
Description	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Ferric Chloride - Per Dry Ton	305	\$1,243.00	\$379,115.00	\$ 1,249.00	\$ 380,945.00	NO BID			
Addendum Acknowledgement (if any)		Y		Y					
Bid Bond or Check (B / C)									
Non-Collusive Bidding Certificate		Y		Y					
Certificate of Compliance with the Iran Sexual Harassment Form		Y		Y					
SAM's & NYS Debarred									

May 13, 2024

TO: The Honorable Mayor and City Council  
 FROM: Tina Bartlett-Bearup, Purchasing Manager  
 SUBJECT: Accepting Bid for Process Chemicals for the WTP

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Process Chemicals for the Water Treatment Plant, per City specifications and publicly opened and read the sealed bids on April 30, 2024, at 11:00 a.m. EST. Invitation to bids were provided to seven (7) plan houses and eighteen (18) potential vendors.

The Purchasing Department received ten (10) sealed bid submittals and the bid tabulations are attached.

The Purchasing Manager and WTP Chief Operator, Aaron Harvill reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for Process Chemicals -WTP for the fiscal period of July 1, 2024 – June 30, 2025, as follows:

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Chlorine Liquid	Ton	30	\$ 3,499.31	\$104,979.30	Slack Chemical Co.
Copper Sulfate, Size B	Ton	1			NO BIDS SUBMITTED
Sodium Silicate Liquid	Ton	340	\$442.00	\$150,280.00	George S. Coyne Chemical Co.
Hydrofluosilicic Acid Solution	Ton	20	\$750.00	\$15,000.00	Univar Solutions USA, LLC
Aluminum Sulfate Liquid	Ton	460	\$519.90	\$239,154.00	Thatcher Company of NY, Inc.
Powdered Activated Carbon	Ton	4	\$2,900.00	\$11,600.00	Brenntag Northeast LLC
Polyaluminum Chloride	Ton	65	\$532.00	\$34,580.00	Kemira Water Solutions Inc.
Soda Ash	Ton	130	\$561.85	\$73,040.50	Univar Solutions USA, LLC
20% Sodium Permanganate Solution	Ton	50	\$2,530.00	\$126,500.00	Slack Chemical Co.

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

**RESOLUTION**

Page 1 of 1

Accepting Bid for Process Chemicals for the WTP, Thatcher Company of NY, Inc.

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 desires to purchase various process chemicals, on an as needed basis, for use at the City’s Water Treatment Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received ten (10) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 30, 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 WTP Chief Operator, Aaron Harvill, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Thatcher Company of NY, Inc. as detailed below, and

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Aluminum Sulfate Liquid	Ton	460	\$ 519.90	\$239,154.00	Thatcher Company of NY, Inc.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Thatcher Company of NY, Inc. per the pricing schedule proposed, for the purchase of Aluminum Sulfate Liquid for use at the City’s Water Treatment Plant.

**Seconded by** \_\_\_\_\_

**RESOLUTION**

Page 1 of 1

Accepting Bid for Process Chemicals for the WTP, Univar Solutions USA, 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 desires to purchase various process chemicals, on an as needed basis, for use at the City’s Water Treatment Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received ten (10) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 30, 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 WTP Chief Operator, Aaron Harvill, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Univar Solutions USA, LLC as detailed below, and

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Hydrofluosilicic Acid Solution	Ton	20	\$ 750.00	\$15,000.00	Univar Solutions USA, LLC
Soda Ash	Ton	130	\$561.85	\$73,040.50	Univar Solutions USA, LLC

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Univar Solutions USA, LLC per the pricing schedule proposed, for the purchase of Hydrofluosilicic Acid Solution and Soda Ash for use at the City’s Water Treatment Plant.

**Seconded by** \_\_\_\_\_

**RESOLUTION**

Page 1 of 1

Accepting Bid for Process Chemicals for the WTP, Slack Chemical Co., Inc.

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 desires to purchase various process chemicals, on an as needed basis, for use at the City’s Water Treatment Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received ten (10) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 30, 2024, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the WTP Chief Operator, Aaron Harvill, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Slack Chemical Co. Inc. as detailed below, and

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Chlorine Liquid	Ton	30	\$ 3,499.31	\$104,979.30	Slack Chemical Co.
20% Sodium Permanganate Solution	Ton	50	\$2,530.00	\$126,500.00	Slack Chemical Co.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Slack Chemical Co. Inc. per the pricing schedule proposed, for the purchase of Liquid Chlorine and 20% Sodium Permanganate for use at the City’s Water Treatment Plant.

**Seconded by** \_\_\_\_\_

**RESOLUTION**

Page 1 of 1

Accepting Bid for Process Chemicals for the WTP, Kemira Water Solutions, Inc.

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 desires to purchase various process chemicals, on an as needed basis, for use at the City’s Water Treatment Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received ten (10) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 30, 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 WTP Chief Operator, Aaron Harvill, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Kemira Water Solutions, Inc. as detailed below, and

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Polyaluminum Chloride (Kemira Stern PAC)	Ton	65	\$ 532.00	\$34,580.00	Kemira Water Solutions, Inc.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Kemira Water Solutions, Inc. per the pricing schedule proposed, for the purchase of Polyaluminum Chloride for use at the City’s Water Treatment Plant.

**Seconded by** \_\_\_\_\_

**RESOLUTION**

Page 1 of 1

Accepting Bid for Process Chemicals for the WTP, Brenntag Northeast 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 desires to purchase various process chemicals, on an as needed basis, for use at the City’s Water Treatment Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received ten (10) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 30, 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 WTP Chief Operator, Aaron Harvill, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Brenntag Northeast LLC as detailed below, and

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Powdered Activated Carbon	Ton	4	\$ 2,900.00	\$11,600.00	Brenntag Northeast LLC

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Brenntag Northeast LLC per the pricing schedule proposed, for the purchase of Powdered Activated Carbon for use at the City’s Water Treatment Plant.

**Seconded by** \_\_\_\_\_

**RESOLUTION**

Page 1 of 1

Accepting Bid for Process Chemicals for the WTP, George S. Coyne Chemical Co., Inc.

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 desires to purchase various process chemicals, on an as needed basis, for use at the City’s Water Treatment Plant for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received ten (10) sealed bids for Process Chemicals - WTP, and

WHEREAS on April 30, 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 WTP Chief Operator, Aaron Harvill, and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by George S. Coyne Chemical Co. Inc. as detailed below, and

Chemical	UOM	Est. Annual Usage	Fiscal Year 2024-2025		Recommended Vendor
			Unit Price	Extended Price	
Sodium Silicate Liquid	Ton	340	\$ 442.00	\$150,280.00	George S. Coyne Chemical Co., Inc.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from George S. Coyne Chemical Co. Inc. per the pricing schedule proposed, for the purchase of Sodium Silicate Liquid for use at the City’s Water Treatment Plant.

**Seconded by** \_\_\_\_\_





**CITY OF WATERTOWN, NEW YORK**

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

Project:	Process Chemicals - Water Treatment Plant
Bid / RFP Number:	Bid #2024-08
Opening Date:	TUESDAY, APRIL 30, 2024 @ 11:00 AM

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

Vendor Name, Address and Point of Contact			ChemTrade Chemicals US LLC		Kemira Water Solutions, Inc.		TR International Trading Company DBA Catalynt Solutions, Inc.		Univar Solutions USA, LLC		Slack Chemical Co., Inc.	
90 East Halsey Road, Suite 200 Parsippany, NJ 07054 Elizabeth Ryno <a href="mailto:bids@chemtradelogistics.com">bids@chemtradelogistics.com</a>			4321 W. 6th St. Lawrence, KS 66049 Christina M. Imbrogno		22817 102nd Place West Edmonds, WA 98020 Megan Gluth-Bohan		200 Dean Sievers Place Morrisville, PA 19067 Ileana Caballero		PO Box 30/ 465 South Clinton St. Carthage, NY 13619 Mary Shanahan		<a href="mailto:slack@slackchem.com">slack@slackchem.com</a>	
Description	Quantity	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Chlorine Liquid	30	Ton									\$ 3,499.31	\$ 104,979.30
Copper Sulfate, Size B	1	Ton										
Sodium Silicate Liquid	340	Ton									\$ 493.69	\$ 167,854.60
Hydrofluosilicic Acid Solution	20	Ton							\$ 750.00	\$ 15,000.00	\$ 798.31	\$ 15,966.20
Aluminum Sulfate Liquid	460	Dry Wt. Ton	\$ 570.00	\$ 262,200.00	Kemira ALS \$691.00	\$ 317,860.00						
Powdered Activated Carbon	4	Dry Wt. Ton										
Polyaluminum Chloride	65	Wet Ton			Kemira Stern PAC \$532.00	\$ 34,580.00					\$ 675.00	\$ 43,875.00
Soda Ash	130	Ton					\$ 579.00	\$ 75,270.00	\$ 561.85	\$ 73,040.50	\$ 563.32	\$ 73,231.60
20% Sodium Permanganate Solution	50	Ton									\$ 2,530.00	\$ 126,500.00
Delivery				3-5 Days A.R.O		5 days A.R.O						

Vendor Name, Address and Point of Contact			Brenntag Northeast LLC		Holland Company, Inc.		George S. Coyne Chemical Co., Inc.		Shannon Chemical Corporation		Thatcher Company of New York, Inc.	
81 W. Huller Lane Reading, PA 19605 Kirsten O'Donnell <a href="mailto:kirsten.o'donnell@brenntag.com">kirsten.o'donnell@brenntag.com</a>			153 Howland Ave. Adams, MA 01220-1199 Matthew B. Holland <a href="mailto:hcoffice@hollandcompany.com">hcoffice@hollandcompany.com</a>		3015 State Road Croydon, PA 19021 Meridith C. Haskin <a href="mailto:bidadministration@coynechemical.com">bidadministration@coynechemical.com</a>		PO Box 376 Malvern, PA 19355 Daniel C. Flynn <a href="mailto:dcflynn@shannonchem.com">dcflynn@shannonchem.com</a>		PO Box 27407 Salt Lake City, UT 84127-0407 Michael T. Mitchell <a href="mailto:wendy.richmond@tchem.com">wendy.richmond@tchem.com</a> <a href="mailto:tyler.andersen@tchem.com">tyler.andersen@tchem.com</a>			
Description	Quantity	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Chlorine Liquid	30	Ton										
Copper Sulfate, Size B	1	Ton										
Sodium Silicate Liquid	340	Ton					\$ 442.00	\$ 150,280.00				
Hydrofluosilicic Acid Solution	20	Ton										
Aluminum Sulfate Liquid	460	Dry Wt. Ton			\$ 691.00	\$ 317,860.00					\$ 519.90	\$ 239,154.00
Powdered Activated Carbon	4	Dry Wt. Ton	\$ 2,900.00	\$ 11,600.00			\$ 3,040.00	\$ 12,160.00				
Polyaluminum Chloride	65	Wet Ton			\$ 624.00	\$ 40,560.00						
Soda Ash	130	Ton	\$ 580.00	\$ 75,400.00								
20% Sodium Permanganate Solution	50	Ton							\$ 4,121.17	\$ 206,058.50		
Delivery							7-12 business days for packaged product and 10-14 days for bulk product delivery					

Res No. 12

May 1, 2024

TO: The Honorable Mayor and City Council  
FROM: Tina Bartlett-Bearup, Purchasing Manager  
SUBJECT: Accepting Bid for Ready Mix Concrete Products, Watertown Concrete

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Ready Mix Concrete Products, per City specifications and publicly opened and read the sealed bids on April 30, 2024, at 10:00 a.m. EST. Bids were provided to seven (7) plan houses and four (4) potential vendors.

The Purchasing Department received one (1) sealed bid submittal and the bid tabulation is shown below:

Vendor Name, Address, Point of Contact and email address		Watertown Concrete		
		24471 Route 12		
		Watertown, NY 13601		
		Jason Belcher		
		<a href="mailto:wconcrete@twcny.rr.com">wconcrete@twcny.rr.com</a>		
Item Description	UOM	Per Unit Price	Delivery min amt.	
4,000 lb Coarse Mix	Yd	\$171.00	3 CY	
4,000 lb Fine Mix	Yd	\$171.00	3 CY	
4,000 lb. Fine Mix w/Fiber	Yd	\$181.00	3 CY	
5,000 lb Fine Mix	Yd	\$175.00	3 CY	
4,000 lb Coarse Mix/ Heated Concrete	Yd	\$183.00	3 CY	
4,000 lb Fine Mix/ Heated Concrete	Yd	\$183.00	3 CY	
5,000 lb Fine Mix/ Heated Concrete	Yd	\$187.00	3 CY	
733.0102 - Controlled Low Strength Material	Yd	\$140.00	3 CY	

The Purchasing Manager and Public Works Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for the Ready Mix Concrete Products to Watertown Concrete as the lowest responsive responsible bidder using the pricing shown above for the fiscal period of July 1, 2024 – June 30, 2025.

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

# RESOLUTION

Page 1 of 1

Accepting Bid for Ready Mix Concrete Products, Watertown Concrete

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 desires to purchase Ready Mix Concrete Products on an as needed basis for the fiscal period of July 1, 2024 – June 30, 2025, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for Ready Mix Concrete Products, and

WHEREAS on April 30, 2024, at 10:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Public Works Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Watertown Concrete, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Watertown Concrete per the pricing schedule proposed, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to execute any contracts associated with implementing the award on behalf of the City of Watertown.

**Seconded by** \_\_\_\_\_



**CITY OF WATERTOWN, NEW YORK**

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

Ready Mix Concrete Products

Bid / RFP Number:


Bid #2024-12

Opening Date:

Tuesday April 30, 2024 @ 10:00 AM

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

Vendor Name, Address, Point of Contact and email address	Watertown Concrete						
	24471 Route 12						
	Watertown, NY 13601						
	Jason Belcher						
		<a href="mailto:wconcrete@twcny.rr.com">wconcrete@twcny.rr.com</a>					
Item Description	UOM	Per Unit Price	Delivery min amt.	Per Unit Price	Delivery min amt.	Per Unit Price	Delivery min amt.
4,000 lb Coarse Mix	Yd	\$171.00	3 CY				
4,000 lb Fine Mix	Yd	\$171.00	3 CY				
4,000 lb. Fine Mix w/Fiber	Yd	\$181.00	3 CY				
5,000 lb Fine Mix	Yd	\$175.00	3 CY				
4,000 lb Coarse Mix/ Heated Concrete	Yd	\$183.00	3 CY				
4,000 lb Fine Mix/ Heated Concrete	Yd	\$183.00	3 CY				
5,000 lb Fine Mix/ Heated Concrete	Yd	\$187.00	3 CY				
733.0102 - Controlled Low Strength Material	Yd	\$140.00	3 CY				

	<h1>MEMORANDUM</h1>	Brian MacCue
	<h2>Dept. Public Works</h2>	Superintendent
		Ref: Bid 2024-12
To:	Eric Wagenaar, City Manager	
Subject:	Ready Mix Concrete Products Recommendation for Approval	

On Tuesday, April 30, 2024, one (1) sealed "" bid package was publicly opened at 10:00 A.M. by Tina Bartlett-Bearup, Purchasing Manager, Room 206, Municipal Building, 245 Washington Street, Watertown, New York.

This was a multi-item bid requesting prices for ready mix concrete products as described by the City of Watertown Public Works Department. The results of the bid opening are as follows:

Concrete Products	Pricing
4000# Course	\$171
4000# Fine	\$171
4000# Fine W/Fiber	\$181
5000# Fine	\$175
4000# Course / Heated	\$183
4000# Fine / Heated	\$183
5000# Fine / Heated	\$187
733.0102 Controlled Low Strength	\$140

3CY MIN.

It is my recommendation, as Superintendent of Public Works, that the award for Ready Mix Concrete products go to the lowest priced, qualified bid submittal meeting all of the City's specification requirements: Watertown Concrete, 24491 Rt.12, Watertown, NY 13601.

Should you have any questions concerning this recommendation, please do not hesitate to contact me at your convenience.

*Brian M*

cc: Eric Wagenaar – City Manager  
 Jim Mills, City Comptroller  
 Tina Barlett-Bearup, City Purchasing Manager  
 Brian MacCue, Superintendent of Public Works  
 DPW file: Ready Mix Concrete Products

Res No. 13

May 7, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Rejecting Proposal for Hydro Facility Headwater Level PLC Control System Upgrade – Engineering Contract, GHD Consulting Services, Inc.

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified firms for the Hydro Facility Headwater Level PLC Control System Upgrade – Engineering Contract, per City specifications and publicly opened and read the sealed proposal on April 11, 2024, at 11:00 a.m. EST. RFP documents were provided to seven (7) plan houses and seventeen (17) potential vendors.

The Purchasing Department received one (1) sealed RFP submittal and the tabulation is shown below:

<b>Vendor Name, Address and Point of Contact</b>	<b>GHD Consulting Services Inc.</b>
	285 Delaware Ave. Suite 500
	Buffalo, NY 14202
	Marc Falzone <a href="mailto:marc.falzone@ghd.com">marc.falzone@ghd.com</a>
<b>Total Base Bid</b>	<b>\$380,000.00</b>
Addendum Acknowledgement (if any)	Yes
Bid Bond or Check (B / C)	Exception to RFP - see proposal
Non-Collusive Bidding Certificate	Yes
Certificate of Compliance with the Iran Divestment Act	Yes
Sexual Harassment Form	Yes
SAM's & NYS Debarred	

The Purchasing Manager and Engineering and Water Departments reviewed the response, and it is their recommendation that the City Council reject the proposal. Rejecting the proposal will allow the Engineering and Water Departments to make modifications in an effort to lower the potential cost and to reissue at some point in the future.

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

# RESOLUTION

Page 1 of 1

Rejecting Proposal for Hydro Facility  
Headwater Level PLC Control System  
Upgrade – Engineering Contract,  
GHD Consulting Services, Inc.

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 desires to contract with an engineering firm to evaluate the current Headwater Level PLC Control System located at the hydro plant facility at 1050 Marble Street and engineer a new updated system to include both hardware and software, and

WHEREAS the Purchasing Department advertised and received one (1) sealed proposal for the Hydro Facility Headwater Level PLC Control System Upgrade – Engineering Contract, and

WHEREAS on April 11, 2024, at 11:00 a.m. the proposal received was publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposal received with the Engineering and Water Departments and it is their recommendation that the City Council reject the proposal, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reject the proposal received by GHD Consulting Services, Inc.

**Seconded by** \_\_\_\_\_



**CITY OF WATERTOWN, NEW YORK**

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	HYDRO FACILITY HEADWATER LEVEL PLC CONTROL SYSTEM UPGRADE - ENGINEERING CONTRACT
Bid / RFP Number:	RFP #2024-02
Opening Date:	Thursday April 11, 2024 @ 11:00 AM

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

<b>Vendor Name, Address and Point of Contact</b>	<b>GHD Consulting Services Inc.</b>				
	285 Delaware Ave. Suite 500				
	Buffalo, NY 14202				
	Marc Falzone <a href="mailto:marc.falzone@ghd.com">marc.falzone@ghd.com</a>				
<b>Total Base Bid</b>	<b>\$380,000.00</b>				
Addendum Acknowledgement (if any)	Yes				
Bid Bond or Check (B / C)	Exception to RFP - see proposal				
Non-Collusive Bidding Certificate	Yes				
Certificate of Compliance with the Iran Divestment Act	Yes				
Sexual Harassment Form	Yes				
SAM's & NYS Debarred					



Res No. 14

May 20, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Authorizing the Standardization of Combined Sewer Overflow (CSO)  
Equipment

The Superintendent of Water and Wastewater Chief Operator recommend standardizing certain equipment at the Wastewater Treatment Plants CSO's to minimize repair and maintenance time and to establish an inventory of spare parts.

A resolution authorizing the standardization of specific equipment has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Standardization of Combined Sewer Overflow (CSO) Equipment

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 owns and operates a Wastewater Treatment Plant located at 700 William T. Field Drive, Watertown, New York, and

WHEREAS the City Council deems it to be in the best interest of the citizens of the City of Watertown to authorize the standardization of certain equipment at the City of Watertown Wastewater Treatment Plant to minimize problems with respect to repair and maintenance of equipment and also to establish a proper and accessible inventory of spare parts; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York to hereby authorize the Purchasing Department of the City of Watertown to standardize the Combined Sewer Overflow (CSO) equipment on the “Equipment for Standardization” listing below and acquire such equipment as necessary.

### Equipment for Standardization - Wastewater Treatment Plant

<u>Process/Operation</u>	<u>Equipment</u>	<u>Manufacturer</u>
Combined Sewer Overflow (7) Equipment	Remote monitoring	Badger

*Seconded by* \_\_\_\_\_

Res No. 15

May 20, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Authorizing the Standardization of Lift Station Equipment at the City of Watertown's Wastewater Treatment Plant

The Superintendent of Water and Wastewater Chief Operator recommend standardizing certain equipment at the Wastewater Treatment Plants 10 lift stations to minimize repair and maintenance time and to establish an inventory of spare parts.

A resolution authorizing the standardization of specific equipment has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Standardization of Lift Station Equipment at the City of Watertown's Wastewater Treatment Plant

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 owns and operates a Wastewater Treatment Plant located at 700 William T. Field Drive, Watertown, New York, and

WHEREAS the City Council deems it to be in the best interest of the citizens of the City of Watertown to authorize the standardization of certain equipment at the City of Watertown Wastewater Treatment Plant to minimize problems with respect to repair and maintenance of equipment and also to establish a proper and accessible inventory of spare parts; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York to hereby authorize the Purchasing Department of the City of Watertown to standardize the Lift Station equipment on the "Equipment for Standardization" listing below and acquire such equipment as necessary.

**Equipment for Standardization - Wastewater Treatment Plant**

<u>Process/Operation</u>	<u>Equipment</u>	<u>Manufacturer</u>
Lift stations (10)	Remote monitoring & Control Equipment	Rugged Connect
	Level Detection	Pulsar Measurement
	Pump controls panel	HCI Technologies

*Seconded by* \_\_\_\_\_

Res No. 16

May 10, 2024

To: The Honorable Mayor and City Council  
From: Tina Bartlett-Bearup, Purchasing Manager  
Subject: Authorizing the Sale of Abandoned Bicycles

During the past year, the City of Watertown's Police Department has acquired several abandoned bicycles. Staff are recommending that these bicycles be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of Abandoned Bicycles

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 has acquired several abandoned bicycles, the listing of which is attached and made a part of this resolution, and

WHEREAS the bicycles may have some value best determined by on-line auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of the abandoned bicycles, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

**Seconded by** \_\_\_\_\_

# **CITY OF WATERTOWN POLICE DEPT**

## **BICYCLES FOR AUCTION**

1. 12815-21 Red Huffy (Hook #48)
2. 21147-22 Blue Next mountain-style (Hook #25)
3. 479-23 Blue BMX-style (Hook #22)
4. 1155-23 Black Mongoose MBX-style (Hook #13)
5. 5864-23 Black 6-speed (Hook #39)
6. 6082-23 Red/black SST BMX-style (Hook #34)
7. 6145-23 Pink/gray Shimano (Hook #20)
8. 6145-23 Red/black Hyper (Hook #21)
9. 6774-23 26" Hyper (Hook #40A)
10. 7361-23 Black 26" Haro mountain-style (Hook #42)
11. 7942-23 Red/yellow 18" Genesis (Hook #46)
12. 8450-23 Blue Mongoose Index (Hook #14)
13. 10125-23 Pink, unknown make (spray-painted) (Hook #18)
14. 11829-23 Gray/blue 26" Tamarack Nishiki (Hook #29)
15. 13541-23 Blue/white Huffy (Hook #45)
16. 13572-23 Black Mongoose mountain-style (Hook #31)
17. 15281-23 Red (Hook #46A)
18. 17710-23 Yellow (Hook #26)
19. 18388-23 Blue 26" Huffy (Hook #23)
20. 18511-23 Red Huffy Rockit (Hook #33)
21. 20462-23 Purple Huffy (Hook #52A)
22. 20746-23 Black Huffy Nighthawk (Hook #41)
23. 20908-23 Blue Mongoose Grip Mag BMX-style (Hook #16)
24. 23327-23 Blue 26" Huffy Rock Creek mountain-style (Hook #52)
25. 23360-23 Red/black Hyper Spinfit 700C (Hook #17B)
26. 14056-23 Gray/green Roadmaster 18-speed (Hook #24)
27. 10964-23 Gray Gravity Sr Suntour (Hook #30)
28. 22108-23 Red Kent BMX-style (Hook #47)
29. 16405-23 Blue/Black Huffy Trail Runner, 18-speed (Hook #28)

May 14, 2024

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Supporting a Property Line Reconfiguration for the Greenleaf Builders Project in Factory Square

Greenleaf Builders plans to redevelop the building located at 629 Factory Street into a mix of commercial and residential units, if they are successfully awarded RESTORE NY funding. Part of the redevelopment will require a reconfiguration of the property lines and the City right-of-way to make the redevelopment feasible.

Currently, the building at 629 Factory Street sits on a 1.12-acre parcel and is surrounded on three sides by a large, irregularly shaped City right-of-way totaling 1.2 acres. Surrounded by the City right-of-way is 129 Factory Square, a vacant .09-acre parcel, which was the site of a building that was demolished. In order to have enough room to provide parking for the proposed redevelopment at 629 Factory Street and merge the 629 Factory Street and 129 Factory Square parcels, Greenleaf Builders proposes to reconfigure the property lines of the City right-of-way. See attached map for more details. Currently, the right-of-way is 1.2-acres. The new configuration would result in a right-of-way that is 0.94-acres, with a portion of the City right-of-way property being transferred to Greenleaf and merged with the 129 Factory Square and 629 Factory Street parcels to create one contiguous parcel.

Greenleaf described the property line reconfiguration during their work session presentation on March 13, 2024. At the meeting, City Council seemed to support the subdivision and reconfiguration, but without an actual survey it was difficult to know exactly the amount of property that would be transferred.

Prior to moving forward with a survey and subdivision, Greenleaf Builders wants to ensure that the City Council generally concurs with the proposed property line reconfiguration. Once a survey has been completed, metes and bounds descriptions will be developed for each new parcel. The Planning Commission will need to approve any proposed subdivision and the City Council will have to approve the abandonment of a portion of the right-of-way and approve of the transfer of the parcels.

In an effort to further support Greenleaf Builders' Restore NY application, Staff has prepared the attached Resolution which states that the City Council supports the reconfiguration and subdivision of the lots and right-of-way area in Factory Square for the proposed Carriages on the River project.



# RESOLUTION

Page 1 of 1

Supporting a Property Line Reconfiguration for the Greenleaf Builders Project in Factory Square

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 Greenleaf Builders is planning to redevelop the vacant building located at 629 Factory Street into a mix of commercial and residential units, and

WHEREAS the project also involves the vacant parcel at 129 Factory Square, and

WHEREAS in order to make the redevelopment feasible, a reconfiguration of the current City right-of-way and subdivision of some of the parcels is necessary, and

WHEREAS, at the March 13, 2024, City Council work session, Greenleaf presented their proposal, and the City Council supported the property line reconfiguration and subdivision, and

WHEREAS, Greenleaf Builders wants to ensure that the Council concurs with the reconfiguration of the property lines before completing a survey and subdivision,

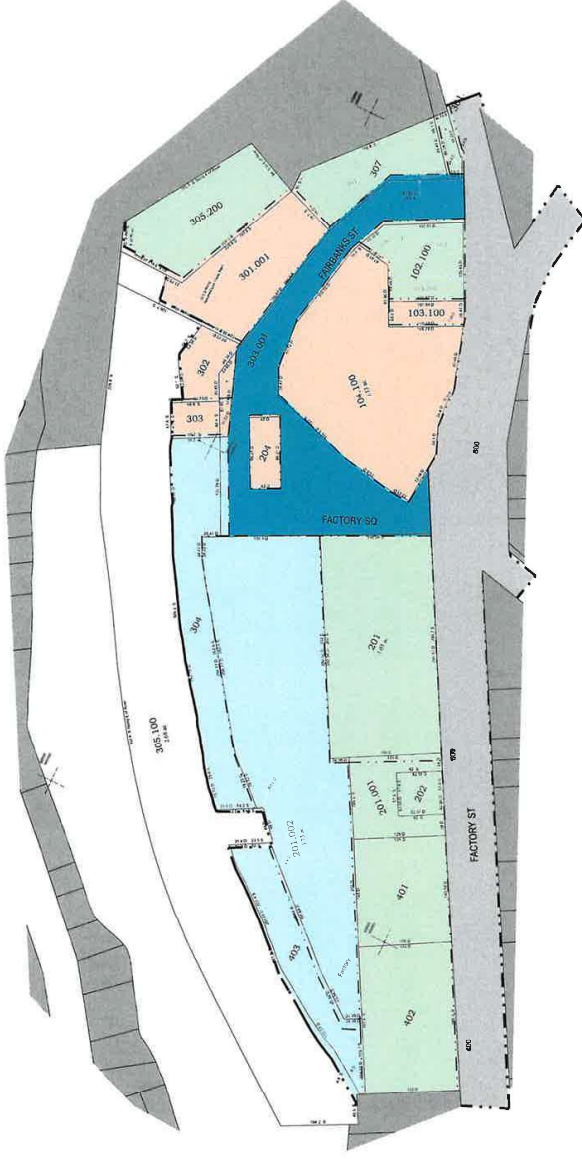
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby supports the Greenleaf Builders redevelopment project at 629 Factory Street and 129 Factory Square and concurs with the need for a survey and subdivision to reconfigure the property lines, and

BE IT FURTHER RESOLVED that once a survey is complete and metes and bounds descriptions are developed for each parcel, the City will work with Greenleaf Builders on the proposed project with a goal of a successful property line reconfiguration and subdivision of the existing parcels.

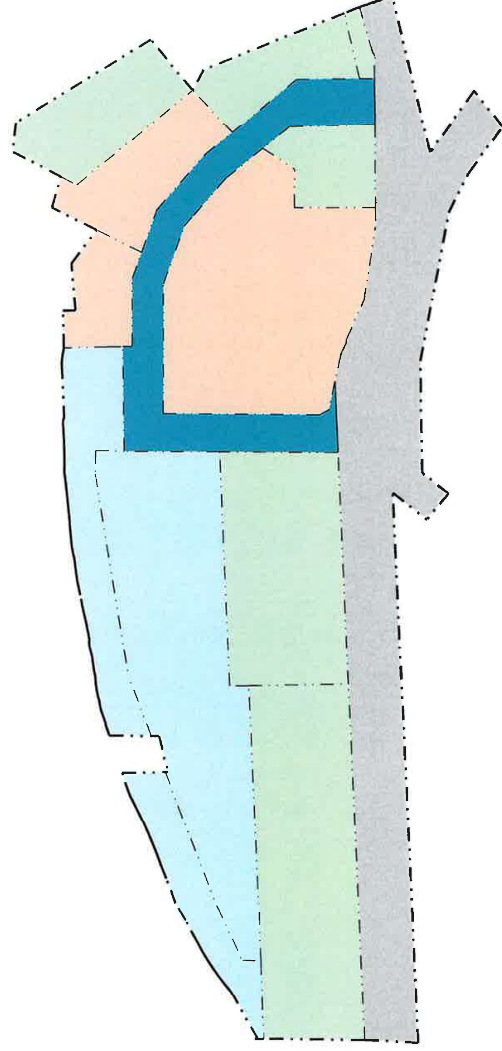
**Seconded by** \_\_\_\_\_

# Factory Square Watertown New York

## Current Property Lines



## Proposed Property Lines



Res No. 18

May 14, 2024

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Sponsoring and Supporting an Application for Restore NY Funding for the Greenleaf Builders Special Project at 629 Factory Street

A public hearing has been scheduled for 7:15 p.m. on Monday, May 20, 2024, to hear public comments and to discuss the Greenleaf Builders Special Project being considered for an application for funding under Round 8 of the Restore NY Communities Initiative Municipal Grant Program.

On March 25, 2024, the City submitted the Intent to Apply for the special project which has been accepted by Empire State Development (ESD). The final application is due on May 22, 2024. If awarded, this grant would assist Greenleaf Builders with the rehabilitation and adaptive reuse of the building at 629 Factory Street into a mix of commercial space and approximately 72 units of affordable housing, known as Carriages on the River.

A combined Public Hearing and Property Assessment List Notice was published for three consecutive days on May 9, 10, and 11, 2024 in the Watertown Daily Times as required by ESD.

After the public hearing, the City Council may consider the attached Resolution. The Resolution states that the City Council supports and sponsors an application for Restore NY funding for the Greenleaf Builders Special Project at 629 Factory Street and authorizes the City Manager to sign the application on behalf of the City.

# RESOLUTION

Page 1 of 1

Sponsoring and Supporting an Application for Restore NY Funding for the Greenleaf Builders Special Project at 629 Factory Street

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 is eligible for grant funding under Round 8 of the Restore NY Communities Initiative Municipal Grant Program, and

WHEREAS the City Council has considered proposals that qualify for funding under the program and selected one special project to be included in an application that will be submitted to the Empire State Development Corporation (ESDC) as follows:

The adaptive reuse of the building located at 629 Factory Street into a mix of commercial space and approximately 72 units of affordable housing, known as Carriages on the River, and

WHEREAS this special project is consistent with all existing local plans, the proposed financing is appropriate for the project, the project will facilitate 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 in the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby supports and will sponsor a special project application for Restore NY funding for the Carriages on the River Project located at 629 Factory Street and will administer the grant in accordance with all applicable rules and regulations established by ESDC, and

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the application and any agreements required by ESDC for grant funding that results from the application.

**Seconded by** \_\_\_\_\_

May 10, 2024

To: The Honorable Mayor and City Council

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

Subject: Approving Whitewater Park Public Access Limited Use Agreement  
With Sackets Harbor Brew Pub, LLC

On February 17, 2015, the City Council adopted a resolution approving the Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC (Hole Brothers). At the time, Hole Brothers was the owner of 500 Newell Street and the restaurant Maggie's on the River. The primary purpose of the agreement was to allow Hole Brothers to utilize a limited portion of the decking and walkway area at Whitewater Park for outdoor customer seating for their restaurant. The City had an agreement in place with Hole Brothers for the use of a portion of the decking and walkway area for several years.

Last month, the property and restaurant were sold to Sackets Harbor Brew Pub, LLC. Staff subsequently reached out to Thomas Scozzafava, the Managing Member of Sackets Harbor Brew Pub, LLC about entering into a new agreement with the City to use a portion of the decking and walkway area for the restaurant.

The proposed agreement is similar to the previous agreements approved by the City Council, with two exceptions. First, rather than a one-year term, the agreement is for five years, from May 1, 2024, through April 30, 2029, with the option to renew for an additional five-year period. Second, in exchange for the use of a portion of the deck, Sackets Harbor Brew Pub, LLC will pay the City a sum of \$500 per month, during the six primary usage months of May through October each year, for the duration of this Agreement. Previously, the fee was \$250 per month for the entire year.

In addition, Sackets Harbor Brew Pub, LLC will also agree to provide and maintain picnic tables and trash receptacles on the Upper Deck area for use by park patrons and will be responsible for cleaning and removal of refuse from the permitted usage area daily. In addition, they will provide the City with an insurance certificate naming the City as an additional insured on their commercial general liability insurance and liquor liability insurance coverage.

The New York State Department of State (DOS) assisted with the funding for the improvements in Whitewater Park and their grant agreement with the City states that the City shall not authorize the limited use agreement without first obtaining the approval of the DOS. The agreement between the City and the DOS is incorporated into the attached agreement with Sackets Harbor Brew Pub, LLC. Staff reviewed the proposed changes with the DOS, who supports the renewal of this agreement.

The Agreement has also been reviewed and approved by Mr. Scozzafava of Sackets Harbor Brew Pub, LLC. The attached resolution approves the Whitewater Park Public Access Limited Use Agreement with Sackets Harbor Brew Pub, LLC.

# RESOLUTION

Page 1 of 1

Approving Whitewater Park Public Access  
Limited Use Agreement With Sackets  
Harbor Brew Pub, 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 an Agreement with Sackets Harbor Brew Pub, LLC for the limited use of a portion of Whitewater Park has been drafted, and is attached and made part of this resolution, and

WHEREAS the City Council wishes to enter into said Agreement for the reasons recited in the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the Whitewater Park Public Access Limited Use Agreement between the City of Watertown, New York, and Sackets Harbor Brew Pub, LLC, 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 sign the Limited Use Agreement on behalf of the City Council.

**Seconded by** \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF WATERTOWN, NEW YORK,  
AND SACKETS HARBOR BREW PUB, LLC  
WHITEWATER PARK PUBLIC ACCESS LIMITED USE AGREEMENT

This agreement by and between the City of Watertown, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (“the City”), and Sackets Harbor Brew Pub, LLC, dba 1812 on the River, a New York limited liability company with principal offices located at PO Box 6192, Watertown, New York 13601 (“Sackets Harbor Brew Pub”):

**RECITALS**

WHEREAS, the City is the owner of a certain tract, piece or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 1], upon which is situated a public park known as Whitewater Park (“the Park”); and

WHEREAS, Sackets Harbor Brew Pub is the owner of that certain tract, piece, or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 2]; and

WHEREAS, Sackets Harbor Brew Pub owns and operates a restaurant on Parcel 2, which is immediately adjacent to Parcel 1; and

WHEREAS, the City has erected several levels of decking across Parcel 1, to permit public access to the Park, and to view the Black River which flows within close proximity to the northerly boundary of both Parcel 1 and Parcel 2; and

WHEREAS, Sackets Harbor Brew Pub has requested permission from the City to utilize a portion of the Park for customer seating for its restaurant, and for servicing customers in an outdoor patio setting; and

WHEREAS, the City recognizes the public benefit of permitting the restaurant to utilize the outdoor decking for the limited purposes described herein, as a means to increase public use and enjoyment of the Park and its scenic overlook, and agrees to permit Sackets Harbor Brew Pub to use a portion of the Park in accordance with the terms set forth herein; and

WHEREAS, the City and Sackets Harbor Brew Pub acknowledge the provisions of the State of New York’s Agreement for the construction of the Park, set forth at Attachment B hereto (the “Grant Agreement”) and in particular its Appendix A-1, Section X [B], which requires that the City not authorize the operation of the area in question, now identified as the Park, in whole or in part, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the Department of State.

WHEREAS, Sackets Harbor Brew Pub recognizes that it may utilize the Park only in a manner which does not detract nor limit public access to the Park for the purposes for which the Park was



developed pursuant to the Grant Agreement with the State of New York, and that any use of same will be at its sole expense, and liability, all as described in the terms set forth herein; and

NOW THEREFORE, the parties hereto, having considered all the benefits and detriments associated with permitted limited usage of a portion of the Park by a private entity, do hereby agree as follows:

### **AGREEMENT**

1. The City grants limited permission to Sackets Harbor Brew Pub to use a designated portion of the Park identified as the “Permitted Usage Area” as shown on Attachment “C.”
2. Sackets Harbor Brew Pub’s use of the Permitted Usage Area shall be limited to use of the Lower Deck (see designated area on Attachment “C”) erected in the Park, which the parties agree and understand was and is governed by the Grant Agreement and is primarily intended for use by the public to access the Park. This Agreement shall also include Sackets Harbor Brew Pub’s use of the “Patio Area” shown on Attachment “C”, a city-owned parcel which is not governed by Grant Agreement. The “Lower Deck” and “Patio Area” shall be regarded as independent use areas in this Agreement.

### **LOWER DECK USE**

3. The City will provide signage adjacent to the two stairways connecting the deck portions of the Park including language identifying both the Upper Deck and Lower Deck as public parks and overlook platforms designed for observing activity on the Black River. The signage may also indicate that a portion of the Lower Deck is open for outdoor restaurant seating from 11:00 a.m. to 1:00 a.m. and may be accessed from the Lower Deck. At no time may restaurant signage or any other advertisement related to the restaurant contain information that would represent to the public that Sackets Harbor Brew Pub is the actual owner of the Lower Deck or any portion thereof.
4. Sackets Harbor Brew Pub’s limited use of the Lower Deck shall be limited by the following restrictions:
  - i. Sackets Harbor Brew Pub may place outdoor furniture on the Lower Deck, within its Permitted Usage Area, limited to tables and chairs providing seating for no more than twenty (20) people. The Permitted Usage Area will encompass the width of the Lower Deck but will extend no more than eleven (11) feet from the northern edge of Parcel 2, as shown in Attachment C. Sackets Harbor Brew Pub shall establish a visual barrier separating the Permitted Usage Area of the Lower Deck from the portion of the Lower Deck designed to serve as the Public Access Route (see Attachment “C”). Such visual barrier may consist of a decorative rope or cord strung between stanchions, or other similar arrangement.
  - ii. Sackets Harbor Brew Pub shall be permitted to serve patrons in the Permitted Usage Area, with such service to include food and/or beverages which are common to the menu for the restaurant located on Parcel 2.

iii. Patrons of the restaurant shall be required by Sackets Harbor Brew Pub to remain within the Permitted Usage Area of the Lower Deck to consume their food or beverages.

iv. Access from the Park to the restaurant shall be permitted to all members of the public by means of a clear line of access to the entrance to the restaurant adjacent to the Lower Deck. Direct access from the Park to the Permitted Usage Area shall be in conformance with all applicable licensing, and other state and local regulations.

v. Sackets Harbor Brew Pub agrees that the restrooms located within the restaurant may be accessed and utilized by members of the public, whether restaurant customers or not, and that no member of the public shall be denied restroom use absent exigent circumstances.

vi. The Permitted Usage Area of the Lower Deck shall be closed to restaurant patrons daily after the hour of 1:00 a.m., and prior to the hour of 11:00 a.m. Patrons who have not finished consuming their food or beverages prior to 1:00 a.m. must nevertheless move to the interior of the restaurant by 1:00 a.m.

#### **PATIO AREA USE**

5. The Permitted Usage Area also includes a patio area immediately to the north of the “Public Access Route,” and west of the Lower Deck, which patio area is owned by the City, but is not part of the project governed by the Grant Agreement.

6. The Patio Area may be utilized by Sackets Harbor Brew Pub in such manner as, in its discretion, enables it to control the Area premises for purposes of the State’s ABC laws, and which is only specifically related to the operation of the Restaurant

#### **SACKETS HARBOR BREW PUB’S PROMISES**

7. In consideration of Sackets Harbor Brew Pub’s use of the Permitted Usage Area on the Lower Deck and Patio Area, Sackets Harbor Brew Pub agrees as follows:

i. Sackets Harbor Brew Pub agrees that as part of the consideration for their usage of the Park to enhance the restaurant experience for its patrons, it shall continue to maintain the two (2) previously provided picnic tables located on the Upper Deck of Parcel 1, which shall continue to be available for use by the public, separate and apart from any restaurant activity. Sackets Harbor Brew Pub shall also continue to maintain the previously provided trash receptacles for refuse disposal on the Upper Deck, and shall be responsible for trash removal on a regular basis. (See Attachment C, indicating the location of the tables to be maintained by Sackets Harbor Brew Pub on the Upper Deck of Parcel 1)

ii. Sackets Harbor Brew Pub shall provide for cleaning of and removal of refuse from the Permitted Usage Area on no less than a daily basis, and shall not permit refuse to accumulate, or to be tossed or thrown or blown about by its patrons, or to otherwise cause the Park to become littered. Sackets Harbor Brew Pub shall provide appropriate refuse containers within the Permitted Usage Area to minimize any potential for litter to be distributed over the Park, or elsewhere, beyond the Permitted Usage Area. Sackets Harbor Brew Pub shall obtain prior approval from the

City Engineer for any chemical or cleaning product intended to be used upon the surfaces of the Permitted Usage Area.

iii. Any damage caused by Sackets Harbor Brew Pub or its invitees to the Permitted Usage Area shall be repaired or replaced to the original design and the full cost shall be borne by Sackets Harbor Brew Pub at the direction of the City Engineer for the City of Watertown.

iv. No alterations may be made by Sackets Harbor Brew Pub to the Permitted Usage Area without the prior written consent of the City Engineer and the Department of State, which consent may be withheld for any reason(s) at the discretion of the City Engineer and, if applicable to the Lower Deck, the Department of State.

v. No smoking shall be permitted in the Permitted Usage Area. Violations of the No Smoking policy shall be subject to any and all state, county, City or other governmentally imposed penalties for same.

vi. Sackets Harbor Brew Pub assumes all liability, and shall indemnify and hold the City and Department of State harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Sackets Harbor Brew Pub's operation, use or occupation of the Permitted Usage Area or by or resulting from any act or omission of Sackets Harbor Brew Pub, or any of its officers, agents, employees, guests, patrons or invitees.

### **SERVICE OF ALCOHOLIC BEVERAGES**

8. Sackets Harbor Brew Pub shall be permitted to serve alcoholic beverages to patrons in the Permitted Usage Area, said service shall be subject to prior permission from the State Liquor Authority, as well as any other regulating agency or division, and obtaining the correct and proper permits. Proof of same shall be provided to the City prior to commencement of the service of alcoholic beverages in the Permitted Usage Area. Sackets Harbor Brew Pub shall be deemed by the City to have such control of the Permitted Usage Area as required by the State Liquor Authority to enable Sackets Harbor Brew Pub to meet its obligations concerning the sale of alcoholic beverages under any lawfully issued license or permit. Any and all agreements made by Sackets Harbor Brew Pub for the sale of alcohol from the restaurant shall also be in compliance with the terms of the City's "ABC Law, Rules and Guidelines" (a copy of which is attached as Attachment D), as the same may from time to time be amended. Sackets Harbor Brew Pub acknowledges that the City 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.

### 9. Insurances

i. Sackets Harbor Brew Pub shall provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Sackets Harbor Brew Pub's policy of

*commercial general liability insurance* or Business Owner's Policy containing minimum coverage of \$100,000 per person and \$500,000 per occurrence, together with property damage insurance in the sum of \$50,000, naming the City as loss payee for damage to City property. Sackets Harbor Brew Pub's commercial general liability insurance policy must name the City as an additional named insured without restriction to vicarious liability issues only.

ii. Sackets Harbor Brew Pub shall further provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Sackets Harbor Brew Pub's policy of *liquor liability insurance coverage* containing minimum coverage of \$1,000,000 individual/\$2,000,000 aggregate.

The above insurance certificates shall include the agreement of the insurer to provide direct notification to the City and to the Department of State at least thirty (30) days prior to cancellation of the required insurances for any reason.

10. Term: This Agreement commences **May 1, 2024**, and shall remain in effect, subject to other terms and conditions, until **April 30, 2029**, unless earlier revoked or terminated by the parties. Any one of the signatories to the agreement -- the City, or Sackets Harbor Brew Pub --, or the approving authority Department of State, shall have the right to terminate this agreement at any time, for any reason, without proof of cause, and without the requirement of notice, and Sackets Harbor Brew Pub accepts said term as a specific condition of being granted this special use of the Permitted Usage Area on the Lower Deck. During any extended period of intended non-usage, exceeding seven (7) calendar days, all personal property of Sackets Harbor Brew Pub shall be removed from the Lower Deck, and not reinstalled until the re-commencement of usage. This includes but shall not be limited to any and all tables, chairs, umbrellas, ropes, space heaters, dividers, refuse disposal containers, or other equipment belonging to Sackets Harbor Brew Pub.

11. Monthly Fee for Permitted Use: Sackets Harbor Brew Pub shall pay to the City the sum of \$500 per month, during the six primary usage months of May through October each year, for the duration of this Agreement. Said monthly charge or fee shall be paid to the City on or before the first day of each month. Said funds shall be used by the City for the use, care and maintenance of the Park, or for any City parklands for which support is deemed appropriate, in the City's sole discretion.

12. Renewal Periods: Sackets Harbor Brew Pub shall have the opportunity to renew this Agreement, upon the same terms and conditions contained herein, for up to one additional five (5) year period, beginning on May 1, 2029, by notifying the City, in writing, at least ninety (90) days in advance of the expiration of the term, of its intent to renew. All renewals after April 30, 2034, shall be subject to negotiated terms at such time and shall also be subject to further approval by the Department of State.

13. Miscellaneous

i. The City and Sackets Harbor Brew Pub agree that this agreement shall pertain solely to Sackets Harbor Brew Pub, as the user of the Permitted Usage Area, and that this permissive use shall not be assigned by Sackets Harbor Brew Pub to any person or entity without the City's prior

express written consent and approval of same by the Department of State. Sackets Harbor Brew Pub agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

ii. Sackets Harbor Brew Pub acknowledges and agrees that public access to the Permitted Usage Area may be restricted or that the Permitted Usage Area may be temporarily closed, by the City, for any reason including, but not limited to, river flooding, maintenance, repair, public safety, major public events, etc. In that event, Sackets Harbor Brew Pub agrees that its sole remedy against the City shall be limited to a pro rata abatement of rent. If this Agreement is cancelled by the City for any reason, with or without cause, Sackets Harbor Brew Pub acknowledges and agrees that it shall have no recourse against the City for damages of any kind, whether denominated as direct, incidental, or consequential.

iii. The City and Sackets Harbor Brew Pub acknowledge and agree that either party's failure to abide by the terms of this agreement will constitute a sufficient basis for the revocation of the Department of State's approval of any future renewals of the agreement.

iv. The City and Sackets Harbor Brew Pub agree that the venue of any legal action arising from a claimed breach of this agreement is in Supreme Court, in and for the County of Jefferson, State of New York. This agreement shall be construed in accordance with the Laws of the State of New York.

v. This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions, or understandings, oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provision of this agreement shall not serve to invalidate any other covenant, condition or provision of this agreement, it being the intent of the parties to preserve so much of the terms of the agreement as possible. This agreement may only be extended, renewed or amended upon mutual written consent of the parties, with the prior approval of the Department of State.

vi. All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed and sent by certified mail, return receipt requested to the City of Watertown: City Manager, 245 Washington Street, Watertown, New York 13601, and Sackets Harbor Brew Pub, LLC, P.O. Box 6192, Watertown, New York 13601.

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on behalf of, and with authority to bind, their respective entities, and/or Executive Department agencies, on the dates appearing below their signatures.

CITY OF WATERTOWN

SACKETS HARBOR BREW PUB, LLC

BY: \_\_\_\_\_  
Eric Wagenaar

BY: Thomas W. Scozzafava  
Thomas W. Scozzafava

TITLE: City Manager

TITLE: Managing Member

DATED: \_\_\_\_\_

DATED: May 13, 2024

APPROVED by the NEW YORK STATE DEPARTMENT OF STATE:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

## ATTACHMENT A



CITY OF WATERTOWN, NEW YORK  
GIS DEPARTMENT



ROOM 305B, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601  
TEL: (315) 785-7793

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 100 feet

Map Number: 13-10

Revision:	Description of Revision:	Date:	By:



Project:  
WHITEWATER PARK PUBLIC ACCESS  
LIMITED USE AGREEMENT

Title:  
ATTACHMENT A



ATTACHMENT B

# FACE PAGE

**STATE AGENCY (Name and Address):**

NYS Department of State  
41 State Street  
Albany, NY 12231-0001

**NYS COMPTROLLER'S #:****C006665****ORIG. AGENCY CODE:****19000****CONTRACTOR (Name and Address):**

City of Watertown  
245 Washington Street  
Watertown, NY 13601

**TYPE OF PROGRAM:** Environmental Protection  
Fund Act - 05 LWRP**STATE SHARE FUNDING AMOUNT FOR  
INITIAL PERIOD \$500,000****LOCAL SHARE FUNDING AMOUNT FOR  
INITIAL PERIOD \$500,000****FEDERAL TAX IDENTIFICATION NUMBER:**

15-6000419

**INITIAL CONTRACT PERIOD:****FROM:** November 1, 2006 **TO:** December 31, 2008**MUNICIPALITY #****APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT**

APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1 Including Attachments 1, 2, & 3 thereto:	Agency-specific clauses
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C006665

CONTRACTOR

City of Watertown

By: [Signature]  
Jeffrey E. Graham

(Print Name)

Title: Mayor

Date: 6/14/07

STATE AGENCY:

New York State Department of State

By: [Signature]  
Judith E. Kenny

DOS Director of Administration  
and Management

Title:

Date: 6/15/07

State Agency Certification

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

ACKNOWLEDGMENT

State of New York )  
County of Jefferson )ss:

On this 4th day of April, 2007, before me personally came Jeffrey E. Graham to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 557 Pearl Street, Watertown, NY (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the Mayor (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

[Signature]  
NOTARY PUBLIC  
SONJA C. THOMPSON  
Notary Public in the State of New York  
Qualified in Jefferson County, No. 421420  
My Commission Expires 9/14/09

ATTORNEY GENERAL:

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
JUN 19 2007  
[Signature]  
LORRAINE I. REMO  
SENIOR ATTORNEY

Approved:  
NYS Office of the State Comptroller  
By:  
Date:

APPROVED  
DEPT. OF AUDIT & CONTROL  
JUL 11 2007  
[Signature]  
FOR THE STATE COMPTROLLER

## STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, this AGREEMENT may be extended by up to two Contract Periods not to exceed twelve months each.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

## III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

## V. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

## V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

## VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

# APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a

written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

## APPENDIX A1

### Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
- A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
  - B. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
  - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
  - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
  - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
  - F. The 2005 "Request for Applications" required the Applicant to budget for costs associated with training for projects which fall under the following categories: Urban Waterfront Redevelopment, Preparing or Implementing Waterbody/Watershed Management Plans, Making the Most of Your Waterfront, and Completing or Implementing a Local Waterfront Revitalization Program.
  - G. Appendix D, Workplan, states which session(s) and how many employees are to attend said training sessions(s). The Department will notify the Contractor when training session(s) will be held. Prior to the session(s) being held, the Department will advance to the Contractor an amount equal to the cost of the registration fee(s) as defined in Appendix B, Budget. Within two weeks upon receipt of the advance, the Contractor agrees to submit payment for the required registration fee(s) in accordance with the notification letter from the Department. The Contractor agrees to participate in the designated training session(s).
  - H. Failure of the Contractor to transmit the registration fees or attend the training session(s) will result in the withholding of payments in the amount of the advance and could result in this contract being terminated. In no case should the funds allocated for training be used for any other purpose without prior approval of the Department.

### II. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
- B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
- C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.

- D. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- F. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 1, such forms to be provided Contractor by the Department.
- G. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- H. The Department will provide Contractor with a Quarterly Contractor Report (Appendix A1, Attachment 2) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- I. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 3) on a six month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

### III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
    - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
    - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
  2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
  3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
  4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
  5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
  6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.

- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

## VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

## VIII. Date/Time Warranty

- A. Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
- B. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
- C. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

## IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents' fishing and hunting license fees.

X. Alienation

Where the Project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the Project acquired or developed pursuant to this Agreement or convert such facility or any portion of the Project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Subcontracting Requirements

- A. The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. All contracts by municipalities for professional services, all contracts for construction involving not more than \$20,000 and all purchase contracts involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the State as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

### XIII. Requirements for Contract GIS Products (2/04)

#### A. GENERAL MAP PRODUCT REQUIREMENTS — The following general cartographic requirements must be adhered to by the Contractor:

1. Map Products -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. If analog map products are required by the RFP, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
2. Deliverable Format -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD or DVD, 3.5" floppy diskette media, external hard drive, via e-mail attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in ArcInfo/GIS export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.
3. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
4. Map Accuracy -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. Datums -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

#### B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS — The following cartographic construction requirements must be adhered to by the Contractor:

1. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.



2. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
  3. Point Duplication -- No duplication of points that occur within a data string is permitted.
  4. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
  5. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
  6. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
  7. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
  8. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
- C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS — The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
1. Base Map Media -- All maps must be created on mylar or other stable base material.
  2. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
  3. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYSDOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYSDOT quadrangle control ticks.
  4. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.

5. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

#### D. CONTRACT DATABASE STANDARDS

1. Delivery Media — All database and tabular files must be provided on digital media as specified above in Deliverable Format.
2. Software Format – Database and tabular files can be provided in Corel Quattro, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Division.
3. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

#### XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

#### XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

#### XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned

business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department, as set forth in Appendix A1, Attachment 2.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.

- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: NY ♡ BIZ (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "Search the Directory of Certified Minority- and Women-Owned Business Enterprises."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

#### XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

#### XVIII. Submission of all correspondence and documentation

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

#### XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Default and Termination

- A. The Department may terminate the Agreement in accordance with the terms and conditions in Section III.
- B. In addition to whatever other reserved rights it has to terminate the Agreement, the Department may terminate the Agreement when it is in the best interests of the State or (1) for cause, (2) for convenience, or (3) due to unavailability of funds.
- C. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
- D. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
- E. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
- F. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

## FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: \_\_\_\_\_
2. Name of Municipality: \_\_\_\_\_
3. Actual Project Costs:
  - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): \_\_\_\_\_
  - b. Local funds expended: \_\_\_\_\_
  - c. Other funds expended: \_\_\_\_\_
4. Project Manager: Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 \_\_\_\_\_  
 Tel. number: ( ) \_\_\_\_\_  
 Fax number: ( ) \_\_\_\_\_  
 E-mail address: \_\_\_\_\_
5. Federal Tax Identification Number: \_\_\_\_\_
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
  - a. For a Planning Project describe the findings or recommended strategies.
  - b. For a Design Project describe what is to be built.
  - c. For a Construction Project describe what was built.
9. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- ☐ For design projects, visuals of renderings and/or graphics that depict the final product.
- ☐ For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- ☐ For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.



**Project Status Form**

RECIPIENT \_\_\_\_\_ CONTRACT # \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

Status Report Date: \_\_\_\_\_

<u>Task #</u>	<u>Brief Task Description</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Task Accomplishments</u>	<u>Product Submitted to DOS</u>
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**ADJUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:**

Person to contact if we have questions about the information provided on this form:

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



Appendix B

**BUDGET SUMMARY**

A. Salaries & Wages (including Fringe Benefits)	\$0.00
B. Travel	\$1,750.00
C. Supplies/Materials	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$997,375.00
F. Other	\$875.00
TOTAL PROJECT COST	\$1,000,000.00
Total State Funds (50% of Total)	\$500,000.00
Total Local Share (50% of Total)	\$500,000.00

Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>

SUBTOTAL \$0.00

B. TRAVEL
Travel to attend DCR training sessions.

SUBTOTAL \$ 1,750.00

C. SUPPLIES/MATERIALS

SUBTOTAL \$0.00

D. EQUIPMENT

SUBTOTAL \$ 0.00

E. CONTRACTUAL SERVICES	
Downtown Pedestrian Connection .....	\$618,250.00
[Design: \$150,000.00/Construction: \$468,250.00]	
Hole Brothers Shoreline and Access Improvements .....	\$199,600.00
[Design: \$30,000.00/Construction: \$169,600.00]	
Route 3 Wave Access Improvements .....	\$179,525.00
[Design: \$10,000.00/Construction: \$169,525.00]	

SUBTOTAL \$997,375.00

**F. OTHER**

Training - One staff person to the following training sessions (Registration fee \$125 per person per session):

I-2, Role of Consultants (2 sessions)

I-4, Organization for Implementation of Vision and Capacity Building (1 session)

I-5, SEQR (1 session)

L-1, Grants Administration (1 session)

L-12, Using the Adopted LWRP (2 sessions)

SUBTOTAL \$875.00

## APPENDIX C

### Payment and Reporting Schedule

#### I. Payment Schedule

- A. The Department shall make interim advances to the Contractor for registration fees as described in Appendix A1-IG.
- B. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Share Funding Amount. The final payment will be made upon satisfactory completion of the Project.
- C. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department documenting total project costs incurred to date, may be submitted.
  1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required work products, and (3) a properly executed State Voucher.
  2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
  3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as Total State Share is to Total Local Share as set forth on the Face Page.
  4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less outstanding advance payments.
  5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

#### II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.

- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.
- C. Payment requests shall be submitted to:

New York State Department of State  
Contract Administration Unit - LWRP  
41 State Street - 10th Floor  
Albany, New York, 12231-0001

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

### III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

## APPENDIX D

### PROGRAM WORK PLAN

**Contractor:** City of Watertown  
**Program Contact Person:** Christine Hoffman, Downtown Development Specialist  
**Phone: (Office)** (315) 785-7730  
**(Fax)** (315) 782-9014

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#### Design and Construction of Black River Access and Tourism Amenities

##### 1. Project Description

The City of Watertown (the Contractor) will undertake a multi-component project to implement high priority activities identified in the City's draft Local Waterfront Revitalization Program, making the Black River more accessible for boaters, residents and visitors. This design and construction project involves the following three components:

- A) **Downtown Pedestrian Connection** will provide an improved pedestrian connection at Newell Street to the existing Riverwalk, from Public Square and through the "JB Wise" City-owned parking lot. The connection will include: a covered walkway located within the JB Wise parking lot; reconfiguration of the parking lot, including new vehicle entrances/exits from Public Square, Court Street and City Center Drive; and, landscaping, lighting and traffic calming measures. Actual reconstruction of the parking lot will not occur under this grant, but will be addressed in a later phase.
- B) **Hole Brothers Shoreline and Access Improvements** will provide shoreline and related improvements at the "Hole Brothers" site, located off Newell Street approximately one quarter mile from the western end of the Riverwalk, to upgrade boater access and increase visitor/spectator capacity. The improvements will incorporate the ruins of a concrete dam and former turbine building, and include: a stepped trail to the shoreline with trail links to the Riverwalk; removal of unsafe concrete structures along the riverbank; riverbank stabilization - terracing and natural rock seating; and, brush clearing and lighting.
- C) **Route 3 Wave Access Improvements** will improve the Route 3 Wave Access site, located at the eastern edge of the City, to provide boater and spectator access to the river. A design specialist will conduct a study to identify the most feasible and cost-effective ways to improve kayak and spectator access to the eastern side of the Route 3 bridge. The resulting design recommendations will be used to prepare bid packages and construct the recommended access improvements.

Work will advance the City's efforts to capitalize on their waterfront resources, supported by a previous Environmental Protection Fund Local Waterfront Revitalization Program award.

## 2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources to the project. The materials must include the following acknowledgment:

*“This (document, report, map, etc.) was prepared for the New York State Department of State Division of Coastal Resources with funds provided under Title 11 of the Environmental Protection Fund.”*

The Contractor shall erect on the site a sign indicating the source of the grant, as stated in Appendix A-1, Section III A of this contract.

The contributions of the Division of Coastal Resources must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Division of Coastal Resources for review and approval prior to release to ensure appropriate attribution.

The Contractor must submit to the Division of Coastal Resources **three copies** of all written reports and supporting graphics, final design documents, and other printed materials.

## 3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer, or financial administrator for the municipality (Contractor) shall certify to the Division of Coastal Resources that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer, or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

## 4. Training

A required component of the Title 11 Environmental Protection Fund program is Contractor participation in a training session or sessions focused on developing and implementing revitalization strategies (Appendix A1-I). The purpose of these training sessions is to build knowledge and provide support to community leaders to advance revitalization efforts and advance grant priorities. The Division of Coastal Resources has determined that the Contractor will attend the following training sessions:

One staff person at:

- I-2, Role of Consultants
- I-4, Organization for Implementation of Vision and Capacity Building
- I-5, SEQR
- L-1, Grants Administration
- L-12, Using the Adopted LWRP

The Division of Coastal Resources will issue advance payment(s) for registration fee(s) to the Contractor, who will issue payment for registration fee(s) in accordance with the notification letter(s) from the Department.

## 5. Project Components

### I. Project Start-Up

#### Task 1: Initial Project Scoping Meeting

The Contractor, the Division of Coastal Resources (DCR), project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements (including Training required under this contract), roles and responsibilities of project partners, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during initial project scoping. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

#### Task 2: Community Training

The Contractor will participate in the Community Training Program as stated in Section 4 above.

Product: Copy of transmittal letter submitting payment for registration fees. Participation in training session(s).

#### Task 3: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to DCR for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.



## II. Project Implementation

### A) Downtown Pedestrian Connection

Task 1: Request for Proposals for consultant services: downtown pedestrian connection

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan

with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **downtown pedestrian connection**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site

- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **downtown pedestrian connection**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **downtown pedestrian connection** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not

proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **downtown pedestrian connection** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **downtown pedestrian connection**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required

permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work

plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of downtown pedestrian connection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Reconstruction of the parking lot will not occur under this grant.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **downtown pedestrian connection** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Downtown Pedestrian Connection

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not

pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on the downtown pedestrian connection is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

**B) Hole Brothers Shoreline and Access Improvements**

Task 1: Request for Proposals for consultant services: Hole Brothers shoreline and access improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Hole Brothers shoreline and access improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design



- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Hole Brothers shoreline and access improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Hole Brothers shoreline and access improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to

discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Hole Brothers shoreline and access improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Hole Brothers shoreline and access improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the

appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

#### Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of

General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Hole Brothers Shoreline and Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Hole Brothers shoreline and access improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Hole Brothers Shoreline and Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Hole Brothers shoreline and access improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

C) **Route 3 Wave Access Improvements**

Task 1: Request for Proposals for consultant services: Route 3 Wave Access Improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Route 3 Wave Access Improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Route 3 Wave Access Improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Route 3 Wave Access Improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Route 3 Wave Access Improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Route 3 Wave Access Improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.



## Task 10: Permits

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

## Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Route 3 Wave Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Route 3 Wave Access Improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Route 3 Wave Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans,

certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Route 3 Wave Access Improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

### **III. Project Reporting**

#### **Task 1: Semi-annual Reporting**

The Contractor or its consultant(s) shall submit to the DCR semi-annual reports (every six months) on the form provided, including a description of the work accomplished, any problems encountered, and any assistance needed. The report may be submitted as part of a payment request.

Products: Semi-annual reports during the life of the contract.

#### **Task 2: Measurable Results**

The Contractor or its consultant(s) shall work with the DCR project manager to complete the Measurable Results Form. Final payment shall not be authorized until the Measurable Results Form has been completed and filed with project deliverables.

Products: Completed Measurable Results Form.

### **6. Project Management Responsibilities**

For this project, the primary contact for the Contractor is Christine Hoffman, Downtown Development Specialist, or her representative or successor. The primary contact shall administer the grant, execute a contract with DCR, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

#### **The Contractor:**

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the DCR.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the DCR that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the DCR for any and all consultant subcontracts before beginning project work.

- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DCR informed of all important meetings for the duration of this contract.
- will receive approval from the DCR before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Division of Coastal Resources logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Division to the project.
- will ensure that all products prepared as a part of this agreement shall include the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DCR and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DCR will not be reimbursed unless and until the DCR finds the work or products to be acceptable.
- will participate, if requested by DCR, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

**The Division of Coastal Resources:**

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve any and all design, site plan, and preconstruction documents before construction may begin.

APPENDIX X

Agency Code: 19000  
Contract Period: \_\_\_\_\_

Contract No.: C006665  
Funding for Period: \$500,000

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006665, as amended above and in attached Appendice(s) \_\_\_\_\_.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

State of New York )  
County of \_\_\_\_\_)ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the \_\_\_\_\_ (title of officer or employee) of the \_\_\_\_\_ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC





Approved:  
Thomas P. DiNapoli  
State Comptroller

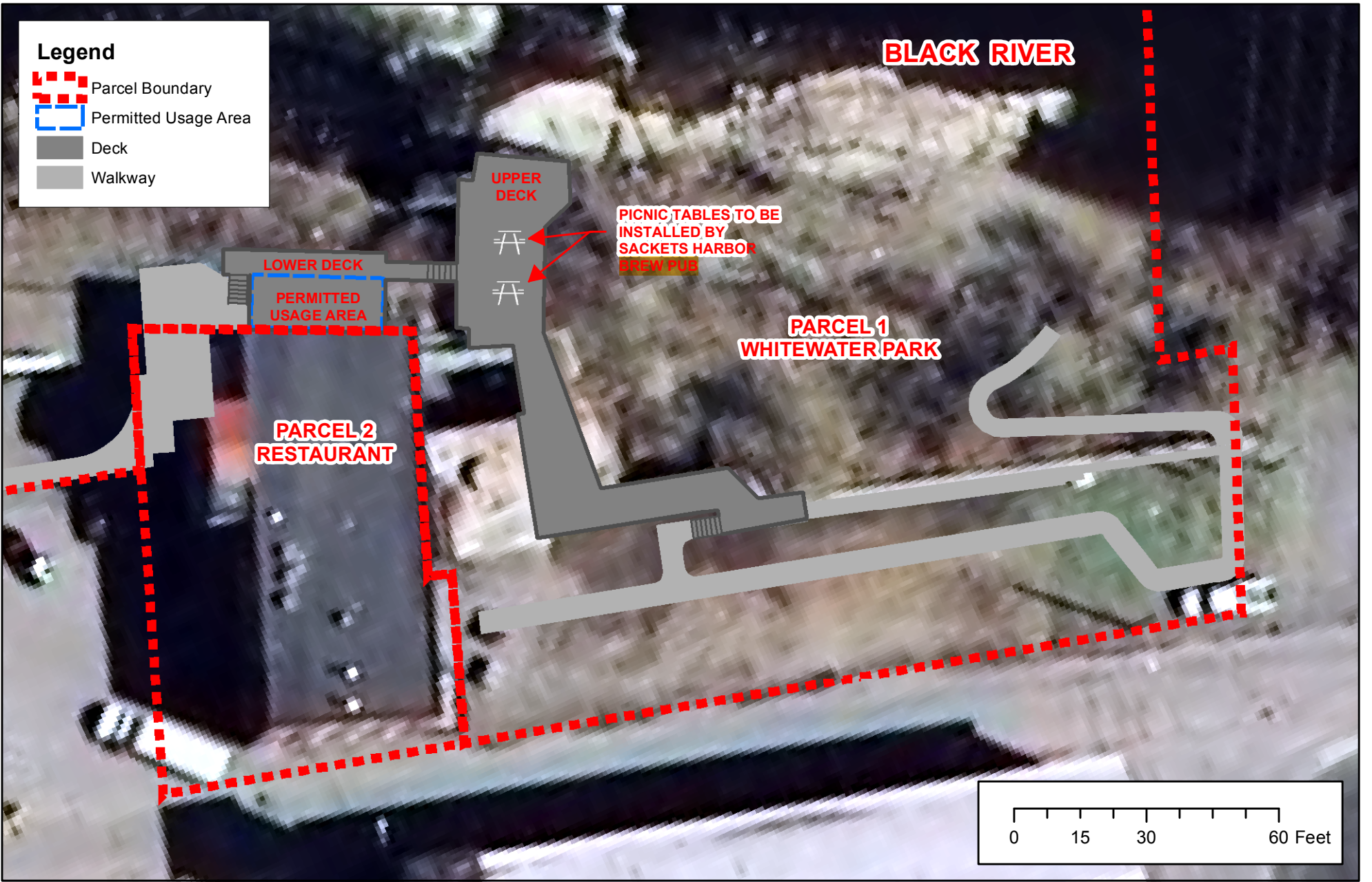
By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT C

**Legend**

-  Parcel Boundary
-  Permitted Usage Area
-  Deck
-  Walkway



CITY OF WATERTOWN, NEW YORK  
GIS DEPARTMENT



ROOM 305B, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601  
TEL: (315) 785-7793

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 30 feet

Map Number: 13-10

Revision:	Description of Revision:	Date:	By:



Project:  
WHITEWATER PARK PUBLIC ACCESS  
LIMITED USE AGREEMENT

Title:  
ATTACHMENT C

ATTACHMENT D



## ABC Law Rules and Guidelines

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

- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
  - Valid New York State driver's license or a valid driver's license from any other state or Canada.
  - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
  - Valid United States military identification.
  - Valid passport or visa from the United States government or any other country.

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

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

### Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

May 14, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Approving Change Order No. 1 with Luck Bros., Inc. for the Grant Street, Seward Street and Henry Street – Street Reconstruction Project

On April 17, 2023, the City Council accepted a bid from Luck Bros., Inc. in the amount of \$3,403,203.50 for the Grant Street, Seward Street and Henry Street – Street Reconstruction Project, and subsequently entered into an Agreement on May 3, 2023 with Luck Brothers Inc. for the project. The project consists of the complete reconstruction of all three streets, including new utilities, curbs, pavement and sidewalks.

The accepted bid included the Base Bid amount of \$2,881,204.50 and the Bid Alternate No. 1 amount of \$521,999. Bid Alternate No. 1 included the addition of decorative ornamental street lighting to the project, including the installation of concrete foundations, decorative street light poles and luminaires as well as all necessary wiring and connections to power the street light system.

At the request of Councilmember Shoen, Staff investigated whether or not it would be possible to eliminate Bid Alternate No. 1 from the contract through a change order and realize potential savings for the project.

Staff's research found that while the light poles and luminaires have been ordered by the contractor, the manufacturer has not yet started production on them and the City could cancel the order without penalty. There are few items awaiting contractor cancellation confirmation and cannot yet be removed. However, as detailed by Change Order 1 prepared by BCA Architects & Engineers, six of the ten items included in the lighting share (\$432,960 of \$521,999) can be removed without penalty from the contract. We anticipate that nearly all the remaining balance (89,039) will be credited back following contractor confirmation.

BCA Architects and Engineers is the firm completing the Construction Administration and Construction Inspection for this project and has prepared the attached change order in consultation with Luck Brothers, Inc. The change order, in the amount of a contract deduct of \$432,960, is for eliminating all items contained within Bid Alternate No. 1 except the items noted above. If this change order is approved, the new contract total will be \$2,970,243.50.

The original funding source for the ornamental streetlights was American Rescue Plan Act (ARPA) funds. These funds will have to be reallocated to a different project if the change order is approved. It should also be noted that the change order will have no impact on the overall project, both on the previously completed work and the remaining work to be accomplished this summer.

A resolution approving the Change Order has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Change Order No. 1 with Luck Bros., Inc. for the Grant Street, Seward Street and Henry Street – Street Reconstruction Project

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 on April 17, 2023, the City Council of the City of Watertown accepted a bid from Luck Bros., Inc. in the amount of \$3,403,203.50 for the Grant Street, Seward Street and Henry Street – Street Reconstruction Project, and

WHEREAS the accepted bid included the Base Bid amount of \$2,881,204.50 and the Bid Alternate No. 1 amount of \$521,999, and

WHEREAS Bid Alternate No. 1 included decorative ornamental street lighting, including the installation of concrete foundations, decorative street light poles and luminaires as well as all necessary wiring and connections to power the street light system, and

WHEREAS the City Council desires to eliminate Bid Alternate No. 1 from the contract, and

WHEREAS Luck Bros., Inc. has submitted Change Order No.1 that would eliminate the scope of work included in Bid Alternate No. 1, less the materials already delivered, in the credit amount of \$432,960,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Contract Change Order No. 1 in the credit amount of \$432,960, between the City of Watertown and Luck Bros., Inc., a copy of which is attached and made a part of this resolution, bringing the total project cost to \$2,970,243.50, and

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

**Seconded by** \_\_\_\_\_

Date of Issuance:	Effective Date:	05/14/24
Owner: City of Watertown	Owner's Contract No.:	2023-02
Contractor: Luck Bros, Inc	Contractor's Project No.:	
Engineer: BCA Architects & Engineers	Engineer's Project No.:	2021-138
Project: Grant St, Seward St, ,Henry St, Street Reconstruction Project	Contract Name:	

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

Description: City of Watertown has voted to remove the previously approved Bid Alternate 1 – Decorative Street Lighting, from the contract. The attached spreadsheet details the items and costs to be removed. The Lighting Share will be reduced by \$432,960, thereby reducing the Original Contract Price from \$3,403,203.50 to \$2,970,243.50.

Attachments: Lighting Cost Analysis

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>3,403,203.50</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>3,403,203.50</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [ <b>Decrease</b> ] of this Change Order:  \$ <u>432,960.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>2,970,243.50</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>JBG</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title _____
Date: <u>05/14/24</u>	Date _____	Date _____

**Change Order 1: Removal of Decorative Street Lighting Alternative**

206.03010010	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED)	3900	LF	\$30.00	\$117,000.00
670.0105	FOUNDATION FOR LIGHT STANDARDS, 5 FEET LONG	36	EACH	\$1,285.00	\$46,260.00
670.0107	FOUNDATION FOR LIGHT STANDARDS, 7 FEET LONG	1	EACH	\$1,600.00	\$1,600.00
670.10010005	LIGHT STANDARD, SPECIAL	37	EACH	\$7,080.00	\$261,960.00
670.53070104	POWER POINT DISCONNECT ASSEMBLY	5	EACH	\$626.00	\$3,130.00
680.700603	RISER ASSEMBLY, 1" DIAMETER	5	EACH	\$602.00	\$3,010.00
	<b>Totals</b>				<b>\$432,960.00</b>

Res No. 21

May 20, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Authorizing the Standardization of Traffic Signal Equipment, Ancillary Component and Software for the Department of Public Works

The Superintendent of Public Works recommends standardizing certain equipment for Traffic Signal Equipment to minimize repair and maintenance time and to establish an inventory of spare parts.

A resolution authorizing the standardization of specific equipment has been prepared for City Council consideration.



# RESOLUTION

Page 1 of 2

Authorizing Standardization of Traffic Signal Equipment, Ancillary Components & Software for the Department of Public Works

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 owns and operates the traffic signal system within the limits of the City, Watertown, NY 13601, and

WHEREAS based upon proven field performance, product compatibility, staff efficiencies, technical support availability, and reduction in inventory costs, the City desires to standardize its traffic signal equipment, ancillary components and software for the various equipment listed below, and

WHEREAS the City Council deems it to be in the best interest of the City of Watertown to authorize the standardization of certain equipment at the City of Watertown Department of Public Works to minimize complications with respect to repair and maintenance of equipment and also to establish a proper and accessible inventory of spare parts, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York hereby authorizes the Purchasing Department of the City of Watertown to standardize the traffic signal equipment, ancillary components and software manufacturers listed below, and purchase as necessary.

## Traffic Signal Equipment, Ancillary Components and Software for Standardization

Equipment	Make
<u>Traffic Signal Cabinets</u> includes Controller, Load Switches, Relays, and cards, etc. and associated components	Cubic /Trafficware
<u>Micro Computers</u> Commanders and TS298 and associated components	Cubic/Trafficware
<u>MMU Conflict Monitors</u> EDI/Naztec 500 and associated components	Naztec/Cubic /Trafficware
<u>Video Detection Cameras</u> Gridsmart Camera, Processor and associated components	Gridsmart/Cubic
<u>LEDS, Signal Heads and Ped Heads</u> and associated components	General Electric

# RESOLUTION

Page 2 of 2

Authorizing Standardization of Traffic Signal Equipment, Ancillary Components & Software for the Department of Public Works

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

<u>Aluminum Traffic poles</u> , and associated components	Valmont
<u>SOFTWARE PACKAGES</u> StreetSynch/Syncro Green, and all associated components	Cubic / Trafficware
<u>School Zone Flashers</u> , and all associated components	TAPCO
<u>RRFB Flashing Beacons</u> , and associated components	TAPCO

**Seconded by** \_\_\_\_\_

Res No. 22

May 20, 2024

To: The Honorable Mayor and City Council

From: Brian Phelps, City Assessor

Subject: Support of JCIDA PILOT for Renovations to the Building at  
302 Court Street

Per City Council's instructions following the May 13<sup>th</sup> work session I have prepared and attached a proposed resolution supporting the JCIDA offering of development incentives and a Payment in Lieu of Taxes.

RESOLUTION

Page 1 of 1

Support of JCIDA PILOT for Renovations to the Building at 302 Court Street

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 building at 302 Court St is in a serious state of disrepair, and

WHEREAS the property owner of 302 Court St has expressed a desire to perform considerable renovations and repairs to the structure, including the addition of multiple housing units, and

WHEREAS City Council has recognized the importance of encouraging downtown development specifically the creation of additional housing units, and

WHEREAS the Jefferson County Industrial Development Agency (JCIDA) has the ability to offer various development incentives to this project, including a Payment in Lieu of Taxes (PILOT) agreement, and

WHEREAS the JCIDA has expressed the desire for support from the City prior to offering said PILOT,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that they support the offering of a PILOT agreement for the commercial improvements, including the housing units being proposed for 302 Court St.

**Seconded by** \_\_\_\_\_

Res No. 23

May 14, 2024

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving Amended Lease Agreement Between the City of Watertown and Wolves Den LLC (Rapids Baseball)

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.

At the May 6, 2024 meeting, City Council passed a resolution with the intent to approve the aforementioned agreement, yet due to the verbiage gave no authorization to do so. Therefore, attached for Council consideration is a resolution with amended verbiage authorizing the lease agreement.

# RESOLUTION

Page 1 of 2

Approving Amended Lease Agreement  
Between the City of Watertown and  
Wolves Den LLC (Rapids Baseball)

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 BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Lease Agreement between the City of Watertown and Wolves Den LLC, a copy of which is attached and made part of this resolution, and

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



## **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 31<sup>st</sup>.

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 1<sup>st</sup>. 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 7<sup>th</sup> inning stretch. If a double header is being played, sales shall end following the completion of the 5<sup>th</sup> 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 *NOT* acceptable Proof of Age.

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

Support your employees when they refuse to make a sale.

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

## Recognize the signs of intoxication

Slurred speech

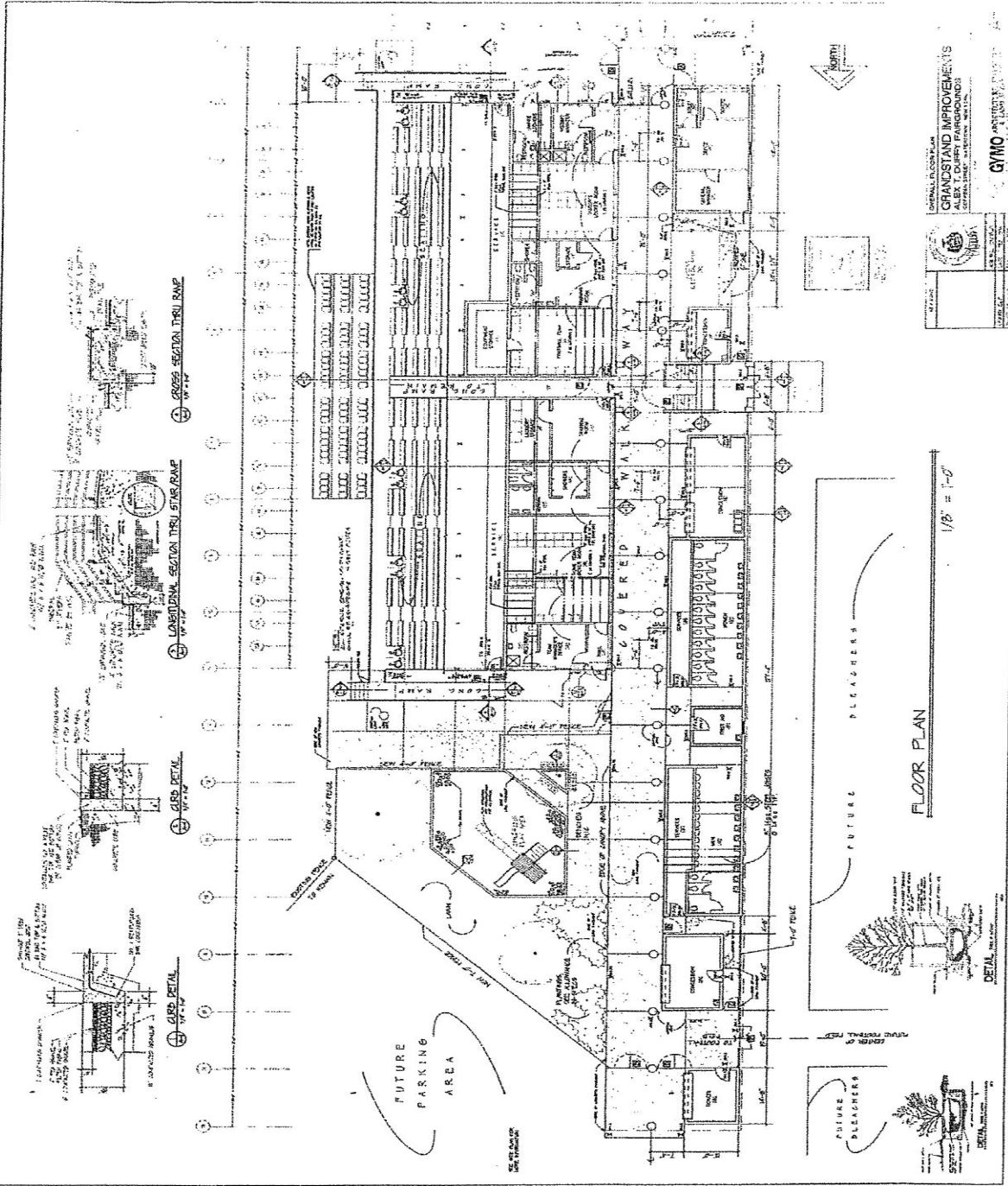
Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

# EXHIBIT A



OVERALL COMPANY  
**GRANDSTAND IMPROVEMENTS**  
 ALEX T. QUARRY FARRINGTON  
 1000 W. 10TH ST. SUITE 100  
 DENVER, CO 80202



DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

GYMO ARCHITECTS  
 1000 W. 10TH ST. SUITE 100  
 DENVER, CO 80202

DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

DATE: 10/15/2024  
 DRAWN BY: J. B. [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

Res No. 24

May 20, 2024

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Change Order No. 1 with Powis Contracting, Inc. for Fairgrounds Grandstand Split Face CMU Repair Project Scope of Work Increase

At the January 2, 2024, meeting, City Council approved the bid for the Fairgrounds Grandstand Split Face Repair Project to Powis Contracting Inc. in the amount of \$34,942.75.

Powis Contracting Inc. has now submitted Change Order No. 1 in the amount of \$15,000.00 due to an increase in the scope of work for the project, bringing the final construction cost to \$49,942.75. During construction it was determined that the Split Face CMU Wall had deteriorated beyond repair.

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



# RESOLUTION

Page 1 of 1

Approving Change Order No. 1 with Powis Contracting, Inc. for Fairgrounds Grandstand Split Face CMU Repair Project Scope of Work Increase

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 on January 2, 2024, City Council accepted a bid from Powis Contracting, Inc. for the Fairgrounds Grandstand Split Face CMU Repair Project for the amount of \$34,942.75,

WHEREAS it was determined that the Split Face CMU Wall had deteriorated beyond repair causing an increase in scope of work,

WHEREAS the Powis Contracting Inc. submitted a Change Order in the amount of \$15,000.00 due to an increase in this scope of work,

WHEREAS the City Engineer, reviewed the Project Change Quote received with the Engineering Department, and it is their recommendation that the City Council accept the Project Change Quote submitted by Powis Contracting Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 with Powis Contracting, Inc., a copy of which is attached and made part of this resolution, in the amount of \$15,000, bringing the project cost to \$49,942.75, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the revised Contract Agreement with Powis Contracting Inc.

**Seconded by** \_\_\_\_\_

## JOB ESTIMATE

Date: 4/23/24

### **POWIS CONTRACTING INC**

PO Box 481

9421 Number Three Rd

Copenhagen, NY. 13626

Office: (315) 688-2529

Email: [powiscontracting1@gmail.com](mailto:powiscontracting1@gmail.com)

/ [powiscontracting2@gmail.com](mailto:powiscontracting2@gmail.com)

**Woman Owned Enterprises**

**ISNetworld Member/Hubzoned**

Project Title: Steel siding

Change order 1

City of Watertown

245 Washington Street

Watertown NY 13601

We hereby propose to furnish the equipment, labor, and material necessary for the completion of the installation of the steel siding for the Fairgrounds Grandstand Split Face project.

#### **SOW:**

- Chip face of existing blocks to make a straight plain for strapping
- Install 4 rows of 2x4 strapping horizontally fastened with tap cons
- Install base trim, extended eve and drip edge trim and corner trims
- Apply PBR profile 26 ga colored steel to cover the block wall and existing steel above wall
- Profile will match the other steel siding on the building
- New steel will be vented on top and bottom to allow existing wall to breath properly

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum of **\$15,000.00**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

ACCEPTANCE OF ESTIMATE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer Signature: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Print Name/Date: \_\_\_\_\_

Print Name/Date: \_\_\_\_\_

THANK-YOU FOR YOUR BUSINESS!

# Change Order

## No. 1

Date of Issuance: 5/1/2023

Effective Date: 5/1/2023

Project: Fairgrounds Grandstand Split Face CMU Repair Project	Owner: City of Watertown	Owner's Contract No.:
Contract: Fairgrounds Grandstand Split Face CMU Repair Project		Date of Contract: 1/12/2024
Contractor: Powis Contracting, Inc.		Engineer's Project No.:

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

Description: The Fairgrounds Grandstand Split Face CMU Repair Project requires additional labor and material for the installation of 26 ga. Steel Siding to protect and cover the existing Split Face CMU Wall that has deteriorated beyond repair.

Attachments: (List documents supporting change):

Attached Quote from Powis Contracting, Inc.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 34,942.75

**[Increase]** from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Contract Price prior to this Change Order:

\$ 34,942.75

**[Increase]** of this Change Order:

\$ 15,000.00

Contract Price incorporating this Change Order:

\$ 49,942.75

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

**[Increase]** **[Decrease]** from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

**[Increase]** **[Decrease]** of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_

Engineer (Authorized Signature)

Date: 5/15/2024

ACCEPTED:

By: \_\_\_\_\_

Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_

Contractor (Authorized Signature)

Date: 5-1-2024

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Propose Local Law No. 2 of 2024

May 20, 2024

To: The Honorable Mayor and City Council

From: Brian Phelps, City Assessor

Subject: Proposed Local Law No. 2 of 2024 - A Local Law Amending the Code of the City of Watertown Chapter 271, Taxation

Per City Council's instructions following the May 13<sup>th</sup> work session I have prepared and attached a proposed local law implementing the RPTL 485-a Mixed Use exemption.

The exemption would exempt from City taxes the increase attributable to the conversion of commercial property to mixed-use for a period of 8 years and partial exemption for an additional 4 years.

The minimum cost of conversion must be greater than \$10,000. City Council is free to set a higher minimum if desired.

A public hearing will need to be set to consider the local Law. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on June 3, 2024.

The local law will become effective following filing with the NYS Secretary of State. At that time the exemption can be considered by Jefferson County, General Brown School and Watertown Central School.

LOCAL LAW

Page 1 of 2

A Local Law Amending the Code of the City of Watertown Chapter 271, Taxation

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** \_\_\_\_\_

A Local Law amending the Code of the City of Watertown Chapter 271, Taxation.

WHEREAS the City Council of the City of Watertown wishes to encourage the development of commercial and residential properties, and

WHEREAS the City Council of the City of Watertown recognizes that real property tax exemption programs can serve as an incentive for the development of real property in the City, and

WHEREAS §485-a of the Real Property Tax Law allows for the adoption of a local law instituting a real property exemption for the increase in assessments attributable to the conversion of non-residential property to mixed-use property, and

WHEREAS it is the desire of the City Council of the City of Watertown to amend its City Code to enact said exemption,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown that a Local Law is hereby enacted amending City Code Chapter 271, Taxation, by the addition of Article XI titled "Residential-Commercial Urban Exemption", and

BE IT FURTHER ENACTED that Article XI §271-83 entitled "Purpose" be added to the City Code to read as follows:" The purpose of this article is to establish real property tax exemptions on certain conversions to mixed-use buildings pursuant to §485-a of the Real Property Tax Law of the State of New York", and

BE IT FURTHER ENACTED that Article XI §271-84 entitled "Exemption Established" be added to the City Code to read as follows:" The assessment increases as a result of the conversion of non-residential real property to mixed-use real property in accordance with the provisions of §485-a of the Real Property Tax Law of the State of New York, are exempt from City taxes", and

**LOCAL LAW**

Page 2 of 2

A Local Law Amending the Code of the City of Watertown Chapter 271, Taxation

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

**BE IT FURTHER ENACTED** that this Local Law shall take effect immediately upon being filed with the New York State Office of the Secretary of State.

**Seconded by** \_\_\_\_\_

Proposed Local Law No. 3 of 2024

May 15, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: A Local Law Imposing a Moratorium on the Sale of Tax Liens for the Nonpayment of Real Property Taxes

On May 25, 2023 the United States Supreme Court's decision in the Tyler v. Hennepin County case regarding surplus proceeds of *in rem* foreclosures held that an *in rem* tax enforcement proceeding that allows for the tax collecting entity to retain any excess or overage from the proceeds garnered from the tax collection process is a taking in violation of the United States Constitution's Takings Clause.

As a result, the New York State Assembly and Senate passed a bill in June 2023 that would have established a temporary moratorium prohibiting all tax districts from foreclosing on real property for delinquent taxes until June 30, 2024. Additionally, this moratorium was to provide the state time to amend its laws related to municipal foreclosure procedures for compliance with the Tyler decision. However, this law was vetoed by Governor Hochul in December 2023.

The City canceled its June 2023 tax sale certificate auction as it first awaited guidance from the state and then our counsel on modifying the City Charter for compliance with the decision and revised state laws.

The state budget, which was just recently adopted in late April 2024, contained changes to the state's property tax laws in order to comply with the Supreme Court's decision. The City can now start to model its required City Charter changes. However, this is a complex issue without enough time to have completed prior to the City's June tax sale auction. Accordingly, a local law has been provided for City Council consideration to establish a temporary moratorium on the City's tax sale auction process.

Staff recommends that City Council schedule a public hearing for 7:15 p.m. on June 3, 2024.



# LOCAL LAW

Page 1 of 2

A Local Law Imposing a Moratorium  
On the Sale of Tax Liens for the  
Nonpayment of Real Property Taxes

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** \_\_\_\_\_

A local law to impose a moratorium on the sale of tax liens under Sections 135-139 of the City of Watertown Charter.

WHEREAS, the City of Watertown Charter Sections 135-139 provide that the City of Watertown Comptroller shall auction tax liens as a means of enforcing and collecting unpaid real property taxes; and

WHEREAS, the City Council desires to enact a moratorium pursuant to its legislative powers and to preserve for the City Council on behalf of the residents of the City of Watertown the ability to deliberately review the provisions of the City Charter related to enforcement and collection of unpaid real property taxes to determine if permanent comprehensive local legislation is necessary and in the best interests of the City in light of recent changes in law arising from the United States Supreme Court decision in *Tyler v. Hennepin County*.

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

Scope of Moratorium: Notwithstanding the provisions set forth in City of Watertown Charter Sections 135-139 or any other provision to the contrary, the City of Watertown Comptroller shall not auction the tax liens referenced in such sections of the City Charter during the effective period of this Local Law.

Term: This moratorium shall be in effect for a period of six (6) months from the effective date.

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

# LOCAL LAW

Page 2 of 2

**A Local Law Imposing a Moratorium  
On the Sale of Tax Liens for the  
Nonpayment of Real Property Taxes**

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

controversy in which such judgment or order shall be rendered.

State Environmental Quality Review Act (SEQRA): The City Council has considered the provisions of Article 8 of the Environmental Conservation Law (“SEQRA”) and the regulations adopted thereunder at 6 NYCRR Part 617 and finds this Local Law to be a Type II Action as defined therein. Therefore, no further review is required under SEQRA.

Effective Date: This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State.

**Seconded by** \_\_\_\_\_

Old Business – Tabled Resolution

May 14, 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.

A public hearing on the application was scheduled for May 6, 2024, at 7:15 p.m. The City Council opened the public hearing on the zone change ordinance at its meeting on Monday, May 6, 2024, and adjourned it until 7:15 p.m. on May 20, 2024. This was done to allow the applicant, Mr. Busler, the chance to attend and speak as he was unable to attend the meeting on May 6.

Once the public hearing is closed, the City Council would have completed Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form (EAF) and considered the attached resolution stating that the proposed zone change will not have a significant impact on the environment. However, the property owner has submitted a request to rescind the zone change request, therefore, staff is now recommending that the resolution remain tabled allowing the question to die on the table.

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

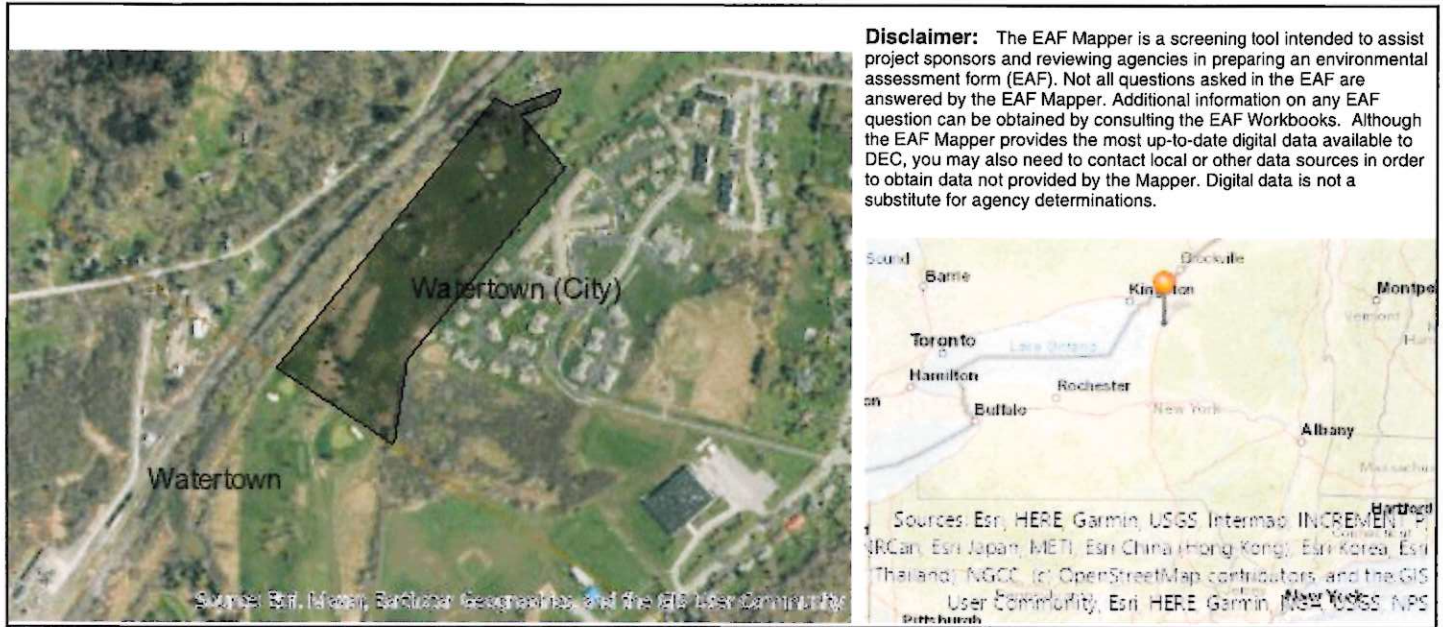
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

<b>Part 1 – Project and Sponsor Information</b>			
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 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			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 15.99 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ Municipal water service is available in the general vicinity of the property. Connection to this service will be analyzed during future site plan review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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,  a. Will storm water discharges flow to adjacent properties?  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:  _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<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"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>LaFave, White &amp; McGivern, LS, PC; Robert J. Busler, PLS</u> Date: <u>03/12/2024</u> Signature: <u>Robert J. Busler</u> Digitally signed by Robert J. Busler      Title: <u>Land Surveyor</u> <u>Busler</u> Date: 2024.03.12 08:01:12 -04'00'		



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

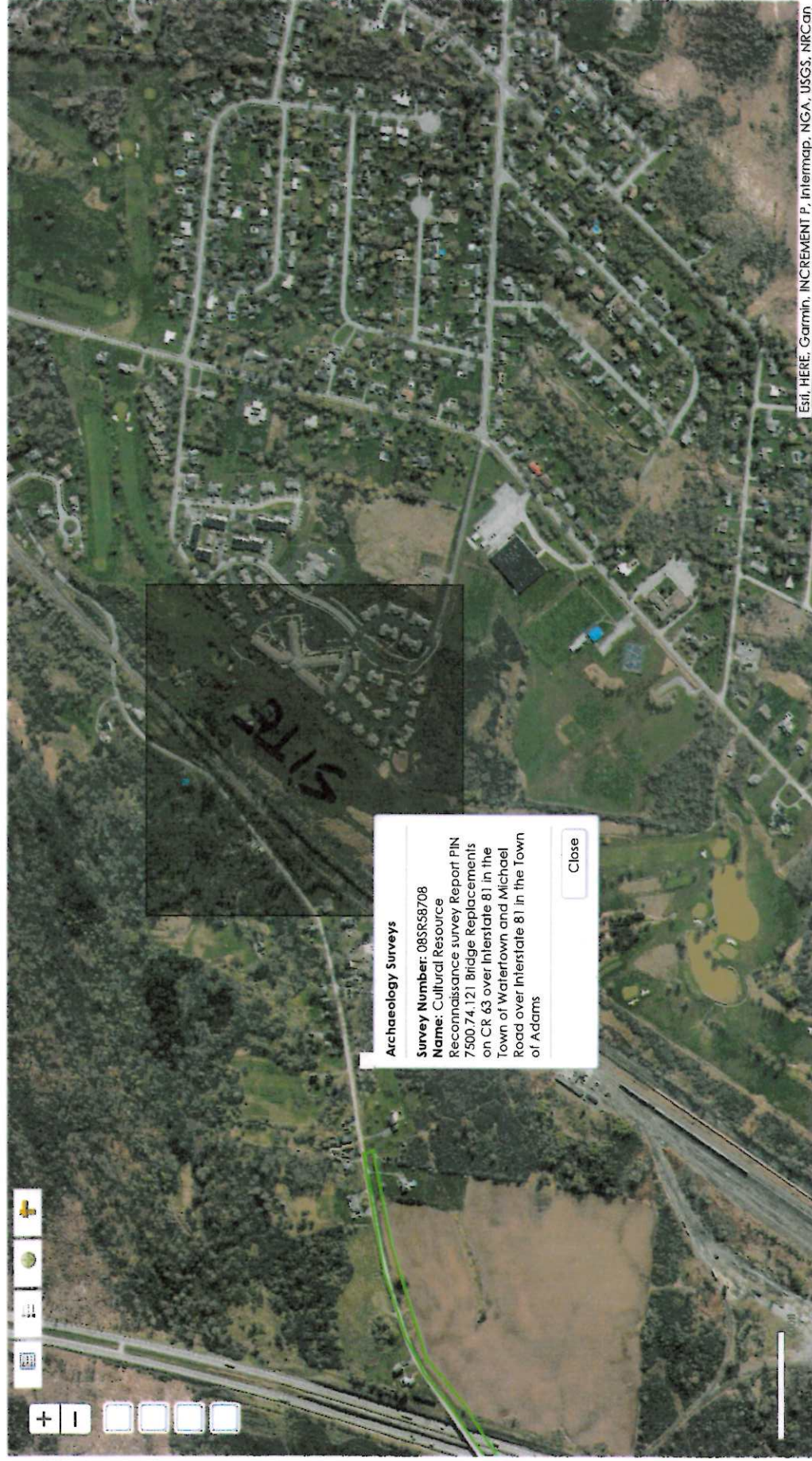
\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

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

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

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

RE: 12b



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, NRC

RE: 126



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, NRCAN

DE: 124



**Archaeology Surveys**  
Survey Number: 11SR60706  
Name: Phase IB Cultural Resources Investigation for the Liso-Leano U.S. Army Reserve Center Property (NY068), 500 Massey Street South, City of Watertown, Jefferson County, New York

Close

Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, NRC

# 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 Council Member Lisa A. Ruggiero***

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,

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

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

# RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 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

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* Council Member Clifford G. Olney III

Old Business – Tabled Ordinance

May 14, 2024

To: The Honorable Mayor and City Council

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

Subject: 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.

Robert J. Busler, PLS of LaFave, White & McGivern, L.S., P.C. has submitted a request 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.

The Jefferson County Planning Board reviewed the request at its March 26, 2024, meeting pursuant to General Municipal Law (GML), Section 239-m, and adopted a motion to recommend disapproval. GML Section 239-m states that when the County Planning Board recommends disapproval of a proposed action, the referring body (the City Council) shall not act contrary to such recommendation, except by a vote of a majority plus one of all the members thereof. Therefore, in order to approve the zone change as requested, it will require a supermajority or 4/5 vote of the City Council.

The City Planning Commission reviewed the request at its April 2, 2024, meeting and also recommended disapproval. Attached is the complete zone change application, Staff's report to the Planning Commission, the relevant excerpt from the Planning Commissions meeting minutes, and the recommendation letter from the Jefferson County Planning Board.

A public hearing on the application was scheduled for May 6, 2024, at 7:15 p.m. The City Council opened the public hearing on the zone change ordinance at its meeting on Monday, May 6, 2024, and adjourned it until 7:15 p.m. on May 20, 2024. This was done to allow the applicant, Mr. Busler, the chance to attend and speak as he was unable to attend the meeting on May 6.

After the public hearing, the City Council would have considered the State Environmental Quality Review (SEQR) Short Environmental Assessment Form and resolution before voting on the attached ordinance. However, the property owner has submitted a request to rescind the zone change request, therefore, staff is now recommending that the ordinance remain tabled allowing the question to die on the table.



# 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



Michael J. Bourcy  
Director of Planning

Department of Planning  
175 Arsenal Street, 3<sup>rd</sup> 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.

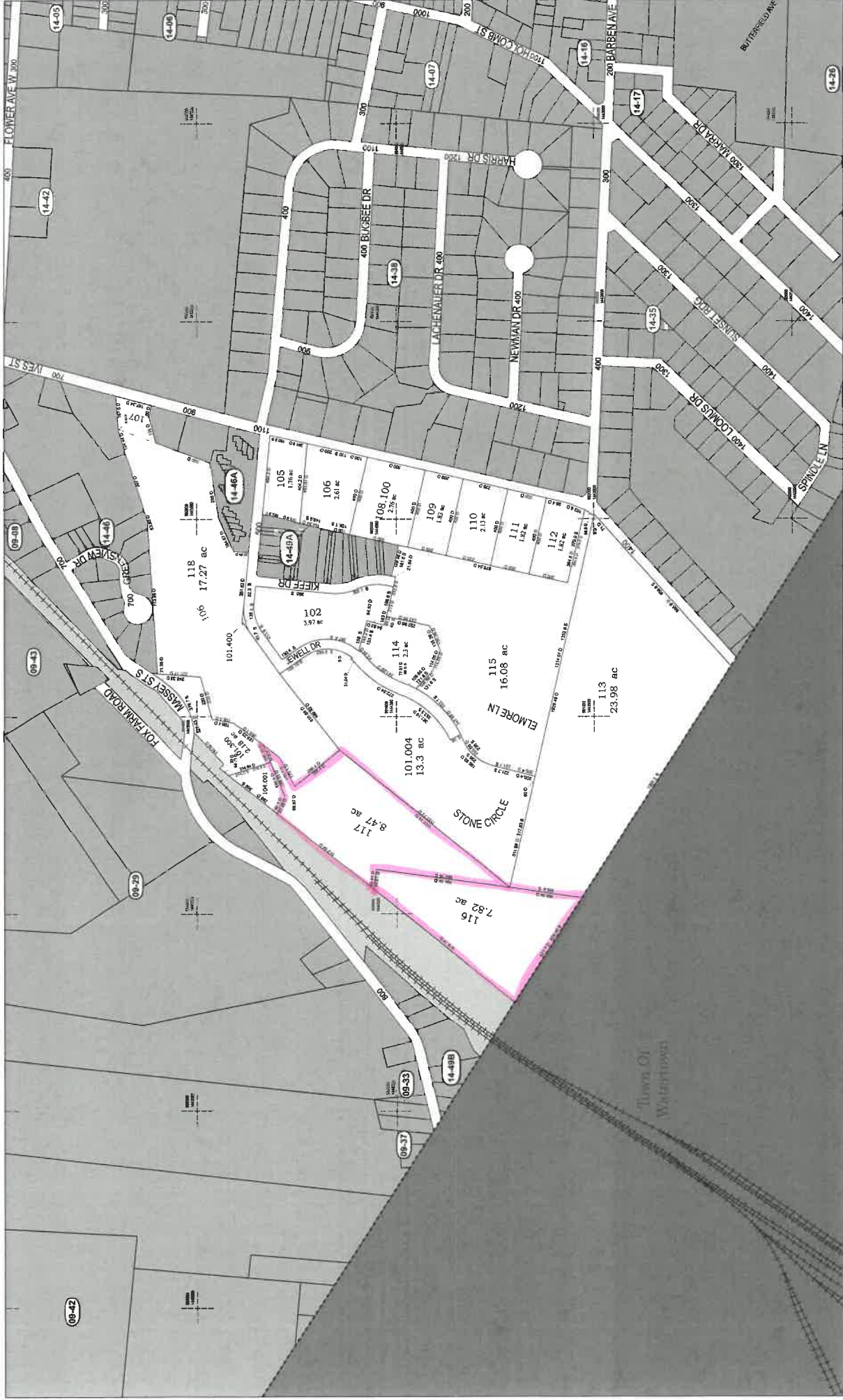
General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,



Andy R. Nevin,  
Senior Planner



Prepared by  
**City of Watertown GIS**  
 for  
**City of Watertown**  
**Assessment Department**

**For Tax Purposes Only**  
**Not to be Used for Conveyance**  
ALICE STATE & CO.  
 CONVEYANCE, LLC

Parcel	Date
14-40-07.000	08/20/2013
14-40-106.000	08/20/2013

Property Line  
 Historic Property Line  
 Easement  
 City Boundary  
 School District Boundary

Contour Line  
 Parcel ID  
 Assessment ID  
 Lot Area  
 Contour Interval  
 Contour Elevation

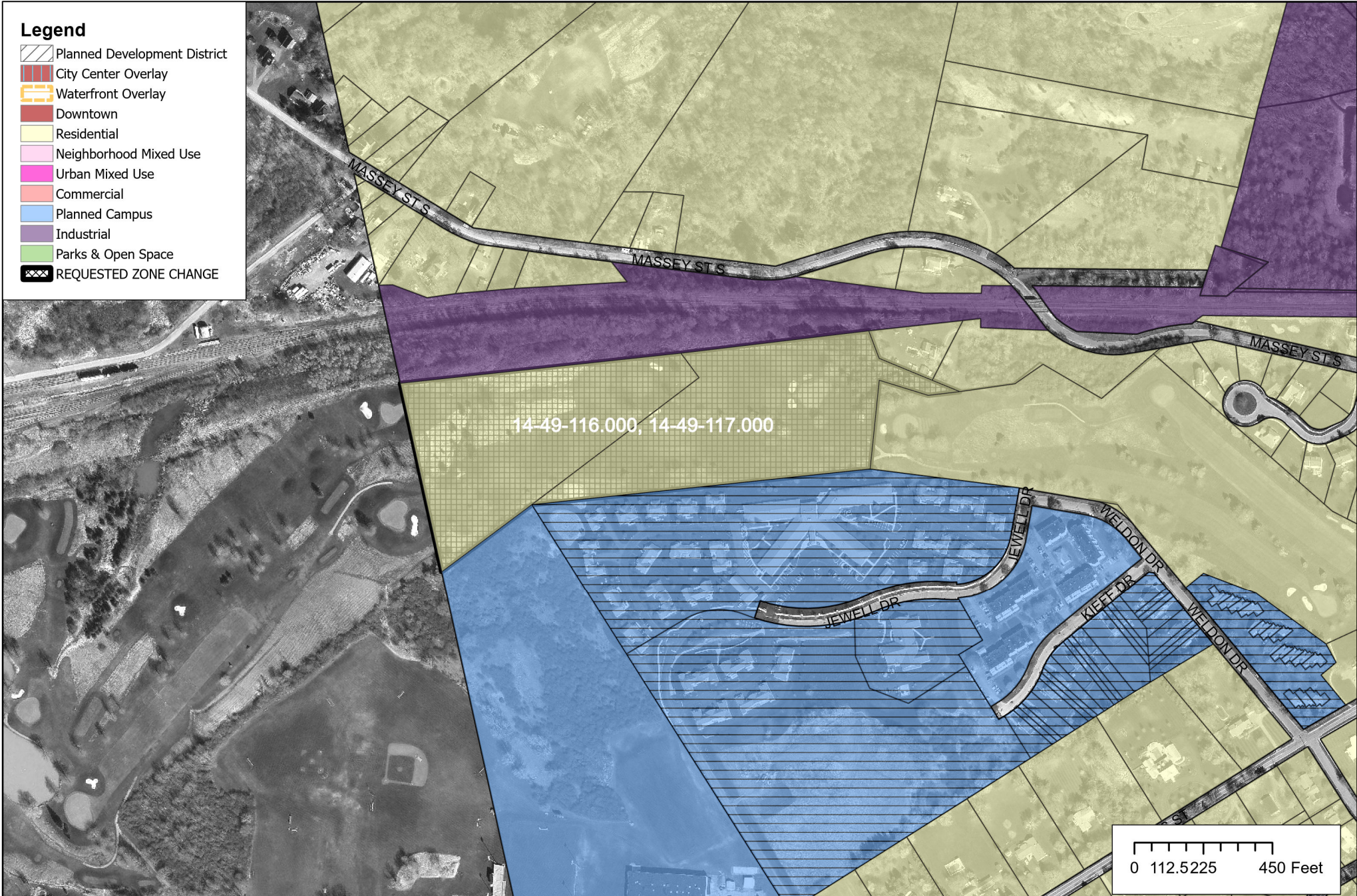
1 inch = 200 feet\*  
 Feet  
 0 200 400 800  
\*As per Section 14-100

Tax Map  
**Section 14 Block 49**  
**City of Watertown**  
 Jefferson County, NY

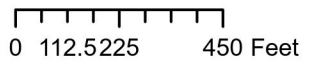
Printed Date: 1/9/2024

**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



14-49-116.000, 14-49-117.000



**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

# 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](mailto: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:  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 <sup>(City)</sup> ~~Town~~ staff, filing applications and/or other required documents relative to all Planning Board applications
- Main point of contact for <sup>(City)</sup> ~~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

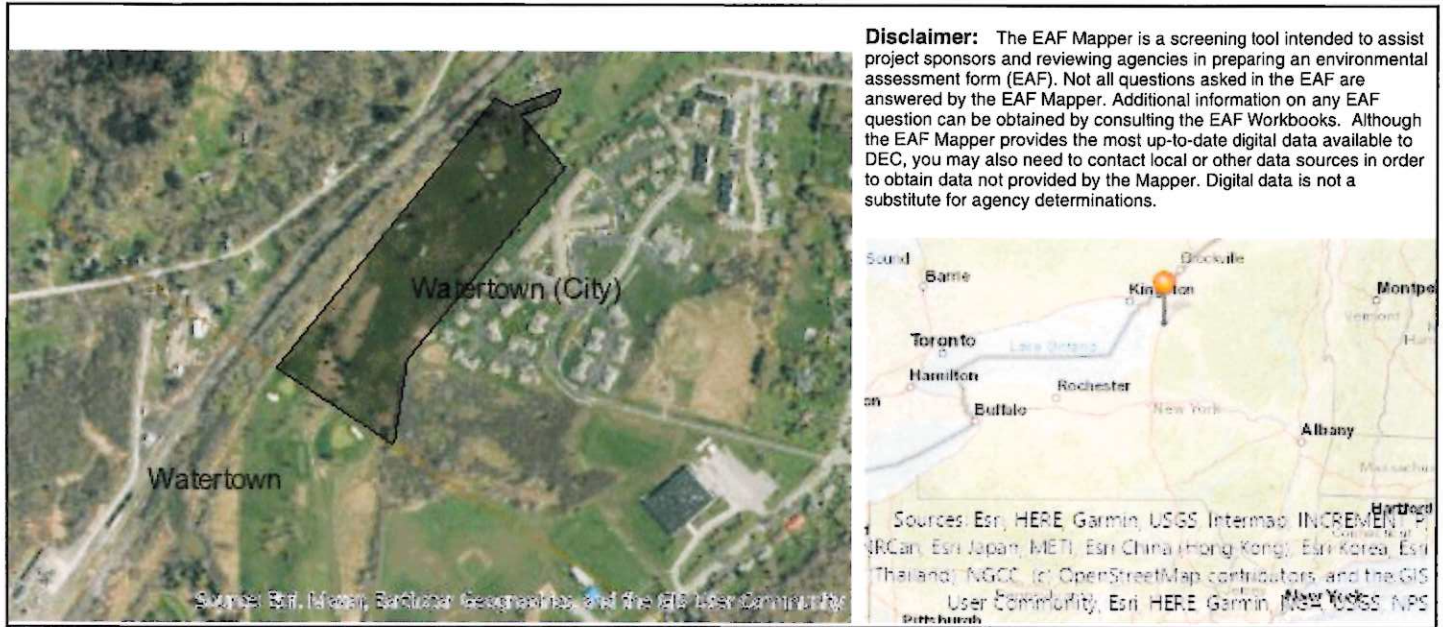
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

<b>Part 1 – Project and Sponsor Information</b>				
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 type="checkbox"/>	YES <input checked="" 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?		15.99 acres		
b. Total acreage to be physically disturbed?		0 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ Municipal water service is available in the general vicinity of the property. Connection to this service will be analyzed during future site plan review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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,  a. Will storm water discharges flow to adjacent properties?  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:  _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<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"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>LaFave, White &amp; McGivern, LS, PC; Robert J. Busler, PLS</u> Date: <u>03/12/2024</u> Signature: <u>Robert J. Busler</u> Digitally signed by Robert J. Busler      Title: <u>Land Surveyor</u> <u>Busler</u> Date: 2024.03.12 08:01:12 -04'00'		



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**

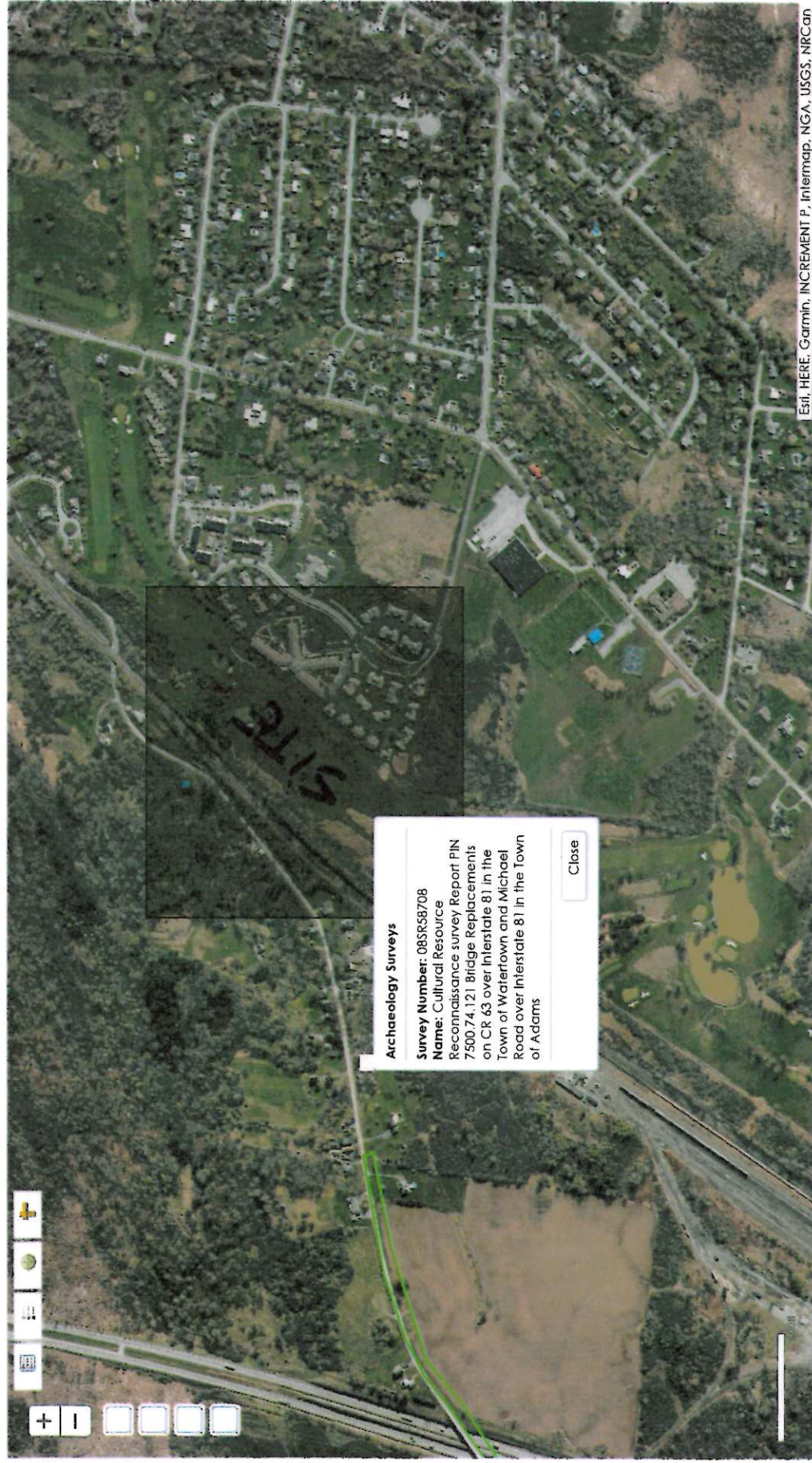
**Part 2 is to be completed by the Lead Agency.**

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:		
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"/>



RE: 12b



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, NRC

RE: 126



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, NRCAN

DE: 124



**Archaeology Surveys**  
Survey Number: 11SR60706  
Name: Phase IB Cultural Resources Investigation for the Liso-Leano U.S. Army Reserve Center Property (NY068), 500 Massey Street South, City of Watertown, Jefferson County, New York

Close

Esri, HERE, Garmin, INCREMENT P, Internap, NGA, USGS, NRC



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

*No Photo Available*

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

## Area

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

## Structure

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

## 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

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

### Area

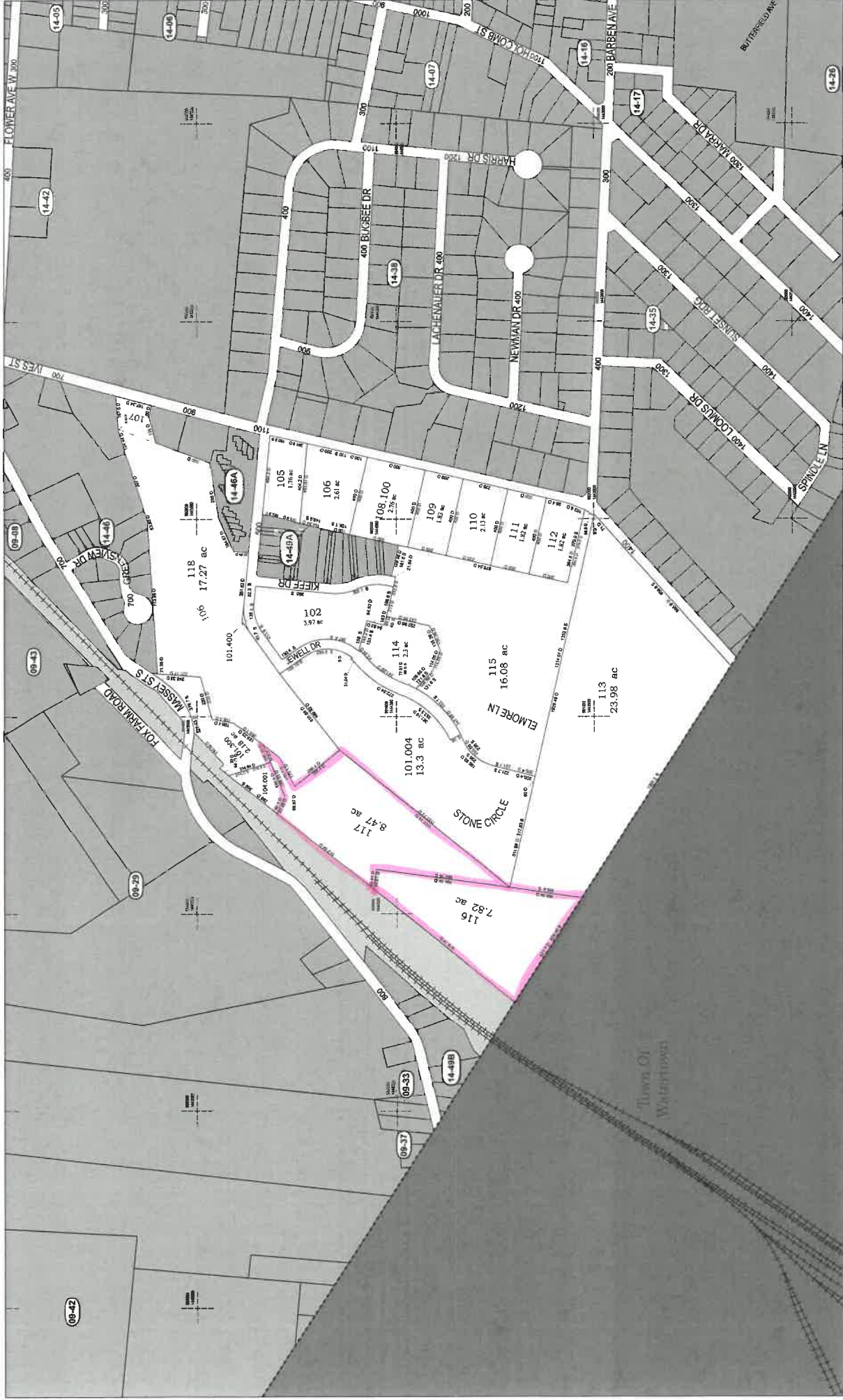
<b>Living Area:</b>	0 sq. ft.	<b>First Story Area:</b>	0 sq. ft.
<b>Second Story Area:</b>	0 sq. ft.	<b>Half Story Area:</b>	0 sq. ft.
<b>Additional Story Area:</b>	0 sq. ft.	<b>3/4 Story Area:</b>	0 sq. ft.
<b>Finished Basement:</b>	0 sq. ft.	<b>Number of Stories:</b>	0
<b>Finished Rec Room</b>	0 sq.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

### Structure

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

### Owners

Prime LLC  
137 Main St Fl 3  
Watertown NY 13601



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

**For Tax Purposes Only**  
**Not to be Used for Conveyance**  
ALL RIGHTS RESERVED

Parcel	Date
14-40-07.000	08/20/2013
14-40-106.000	08/20/2013

**1 inch = 200 feet\***  
 Feet  
 0 200 400 800  
\*As per Section 14-107

**Section 14 Block 49**  
**Tax Map**  
**City of Watertown**  
 Jefferson County, NY


Printed Date: 1/9/2024


**Legend:**  
 Property Line  
 Historic Property Line  
 Easement  
 City Boundary  
 School District Boundary  
 Contour Line  
 Elevation  
 Parcel ID  
 Assessment ID  
 Address  
 Contour Interval

# ArcGIS Web Map

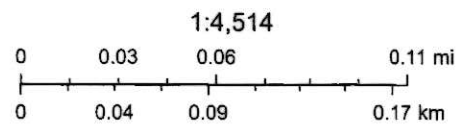


1/15/2024, 3:08:01 PM

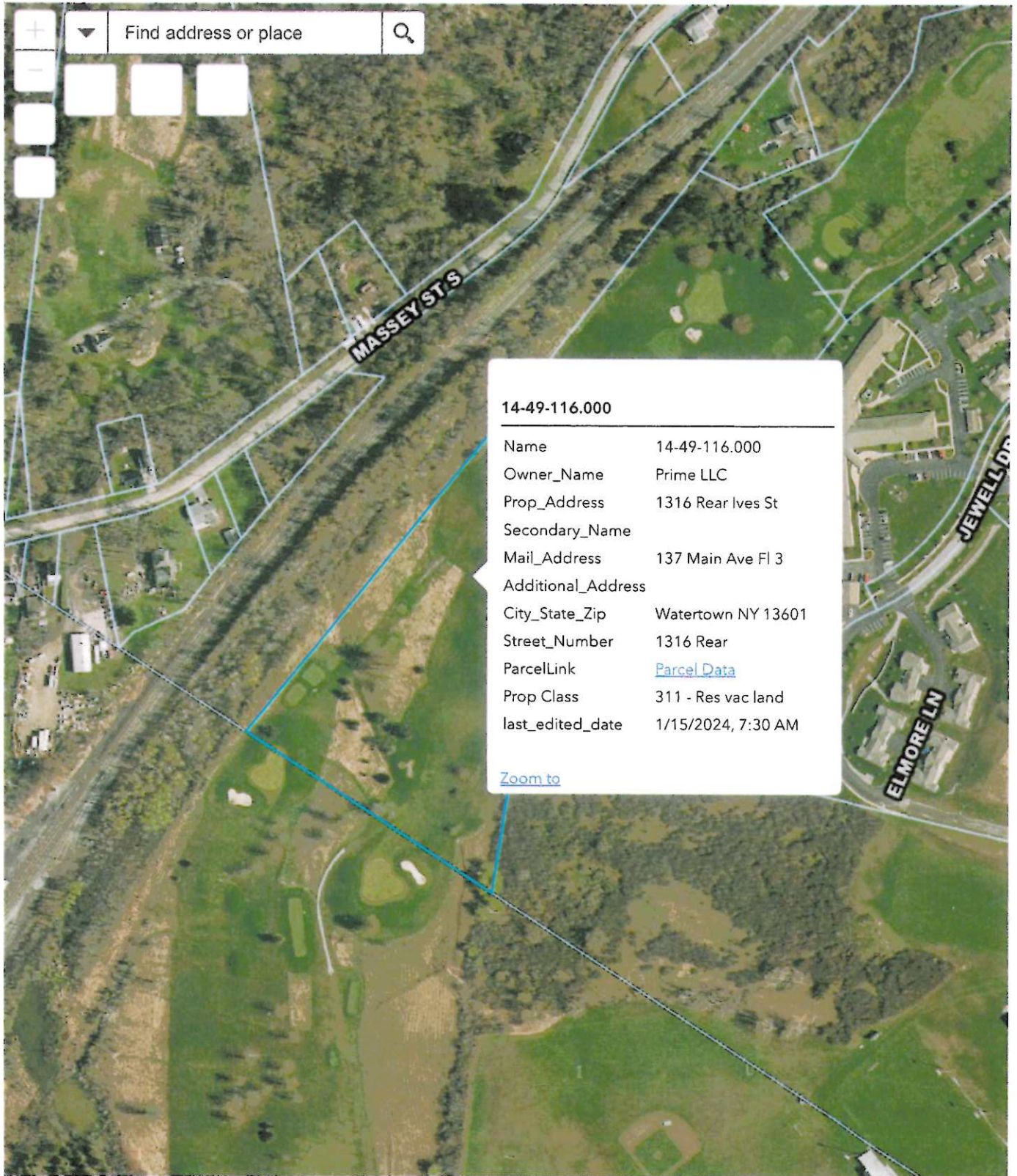
 City Boundary

 Parcels

ROADS



New York State, Maxar



1/15/24, 7:41 AM





City of Watertown - NY



14-49-117.000

Name	14-49-117.000
Owner_Name	Prime LLC
Prop_Address	1200 Rear Jewell Dr
Secondary_Name	
Mail_Address	137 Main St Fl 3
Additional_Address	
City_State_Zip	Watertown NY 13601
Street_Number	1200 Rear
ParcelLink	<a href="#">Parcel Data</a>
Prop Class	311 - Res vac land
last_edited_date	1/15/2024, 7:30 AM

[Zoom to](#)



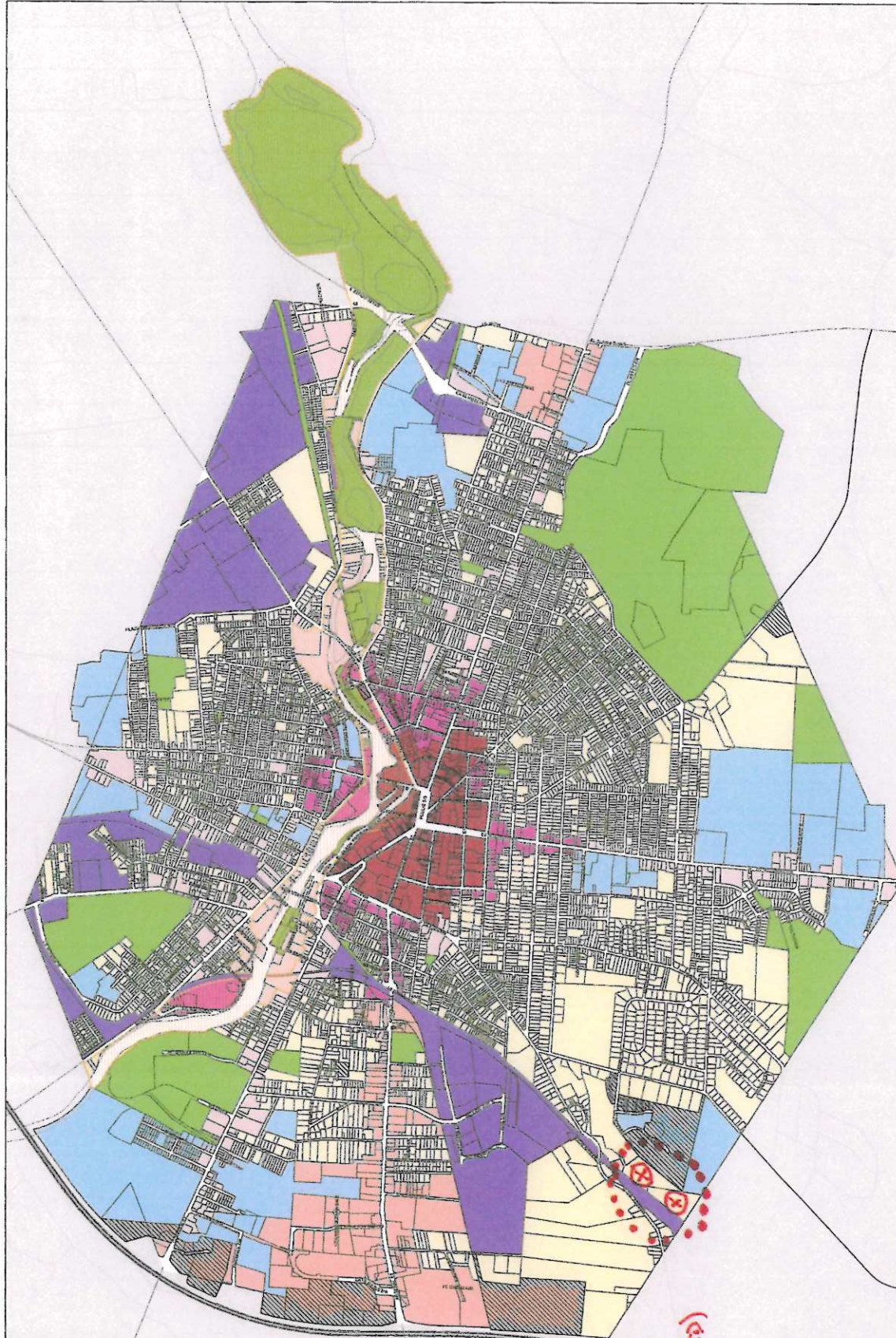
# ZONING DISTRICT MAP

OF THE CITY OF  
WATERTOWN  
NEW YORK

Proposed  
JANUARY 31, 2023  
Adopted by City Council Ordinance on  
FEBRUARY 21, 2023



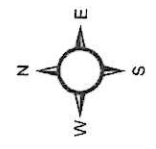
- Planned Development District
- City Center Overlay
- Waterfront Overlay
- Downtown
- Residential (EXISTING)
- Neighborhood Mixed Use
- Urban Mixed Use
- Commercial
- Planned Campus (PROPOSED)
- Industrial
- Parks & Open Space



**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: 2/28/2023  
Scale: 1 inch = 900 feet

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

LAND SURVEYORS  
THERESA - BOONVILLE

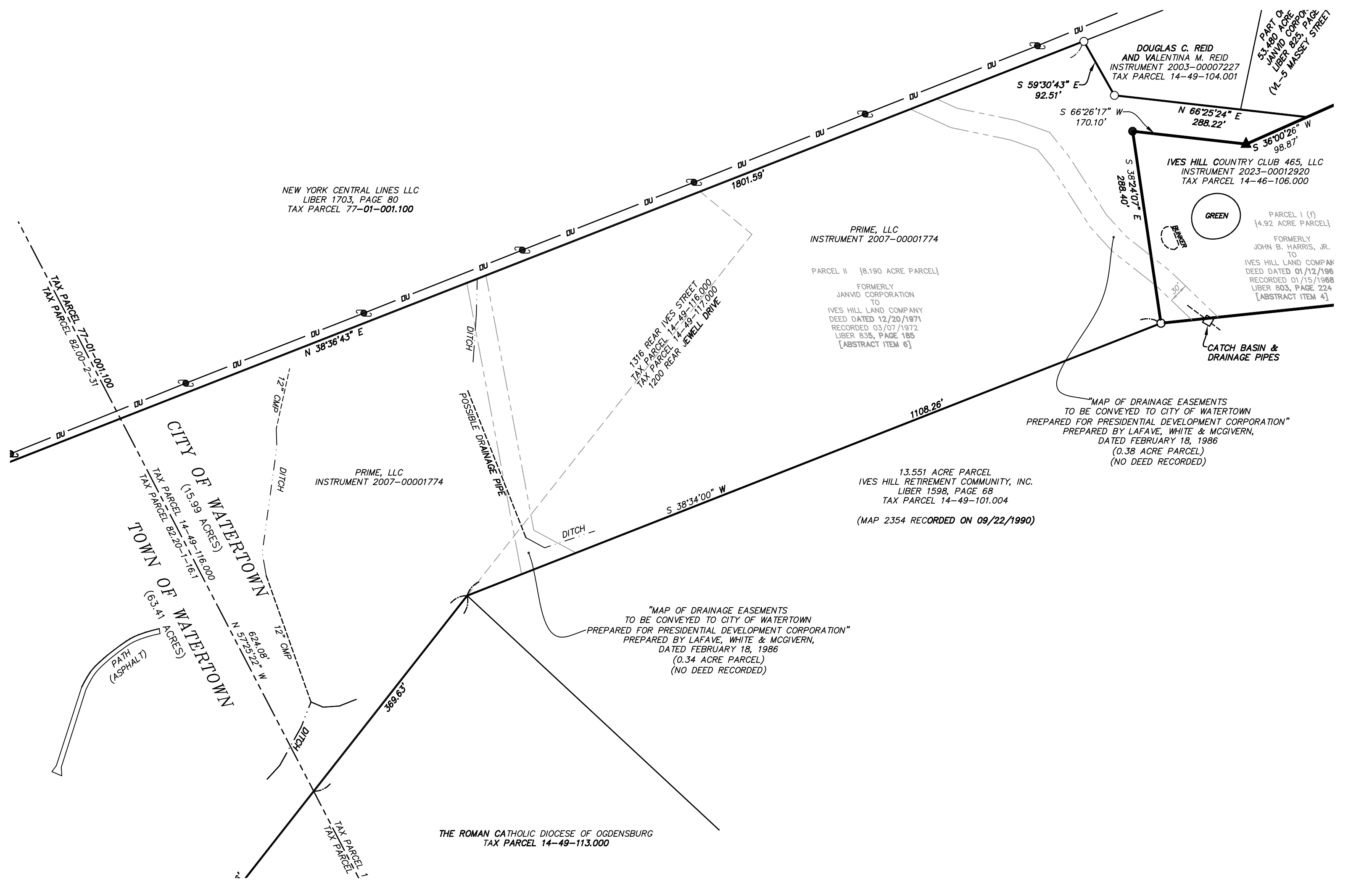
Prime, LLC  
15.99 Acre Zone Change Parcel

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



NEW YORK CENTRAL LINES LLC  
LIBER 1703, PAGE 80  
TAX PARCEL 77-01-001.100

PRIME, LLC  
INSTRUMENT 2007-00001774

PARCEL II {8.190 ACRE PARCEL}

FORMERLY  
JANVID CORPORATION  
TO  
IVES HILL LAND COMPANY  
DEED DATED 12/20/1971  
RECORDED 03/07/1972  
LIBER 835, PAGE 185  
[ABSTRACT ITEM 6]

DOUGLAS C. REID  
AND VALENTINA M. REID  
INSTRUMENT 2003-00007227  
TAX PARCEL 14-49-104.001

IVES HILL COUNTRY CLUB 465, LLC  
INSTRUMENT 2023-00012920  
TAX PARCEL 14-46-106.000

PARCEL I (f)  
{4.92 ACRE PARCEL}  
FORMERLY  
JOHN B. HARRIS, JR.  
TO  
IVES HILL LAND COMPANY  
DEED DATED 01/12/1968  
RECORDED 01/15/1968  
LIBER 803, PAGE 224  
[ABSTRACT ITEM 4]

1316 REAR IVES STREET  
TAX PARCEL 14-49-116.000  
TAX PARCEL 14-49-117.000  
1200 REAR JEWELL DRIVE

"MAP OF DRAINAGE EASEMENTS  
TO BE CONVEYED TO CITY OF WATERTOWN  
PREPARED FOR PRESIDENTIAL DEVELOPMENT CORPORATION"  
PREPARED BY LAFAVE, WHITE & MCGIVERN,  
DATED FEBRUARY 18, 1986  
(0.38 ACRE PARCEL)  
(NO DEED RECORDED)

13.551 ACRE PARCEL  
IVES HILL RETIREMENT COMMUNITY, INC.  
LIBER 1598, PAGE 68  
TAX PARCEL 14-49-101.004  
(MAP 2354 RECORDED ON 09/22/1990)

PRIME, LLC  
INSTRUMENT 2007-00001774

"MAP OF DRAINAGE EASEMENTS  
TO BE CONVEYED TO CITY OF WATERTOWN  
PREPARED FOR PRESIDENTIAL DEVELOPMENT CORPORATION"  
PREPARED BY LAFAVE, WHITE & MCGIVERN,  
DATED FEBRUARY 18, 1986  
(0.34 ACRE PARCEL)  
(NO DEED RECORDED)

THE ROMAN CATHOLIC DIOCESE OF OGDENSBURG  
TAX PARCEL 14-49-113.000

TAX PARCEL 77-01-001.100  
TAX PARCEL 82-00-2-51

CITY OF WATERTOWN  
(15.99 ACRES)  
TAX PARCEL 14-49-116.000  
TOWN OF WATERTOWN  
(63.41 ACRES)  
TAX PARCEL 82-20-1-16.1

PATH  
(ASPHALT)

12" CMP  
DITCH

POSSIBLE DRAINAGE PIPE  
DITCH

DITCH

12" CMP  
DITCH

TAX PARCEL 1  
TAX PARCEL

369.63'

S 38°34'00" W

N 38°36'43" E

1801.59'

S 59°30'43" E  
92.51'

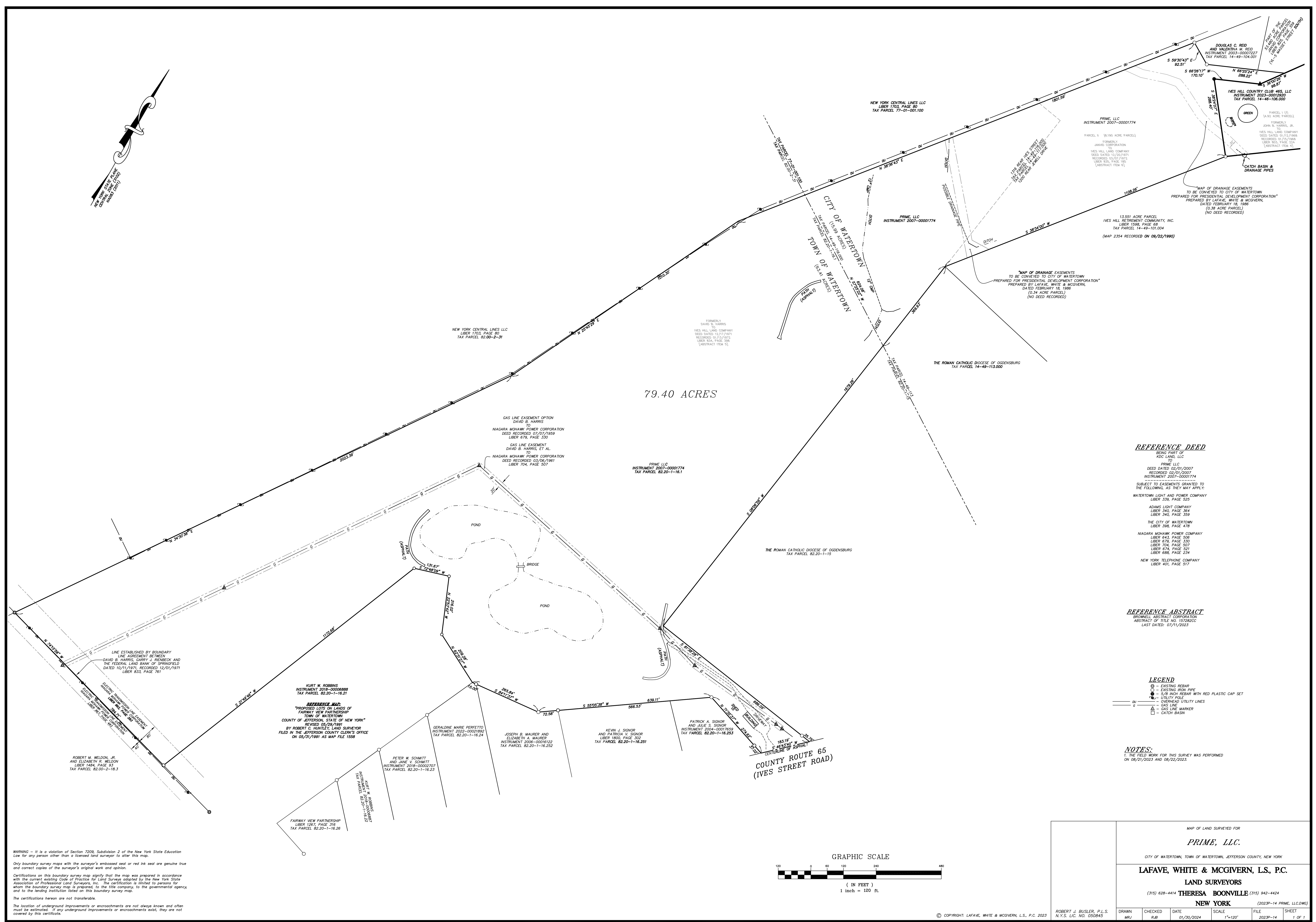
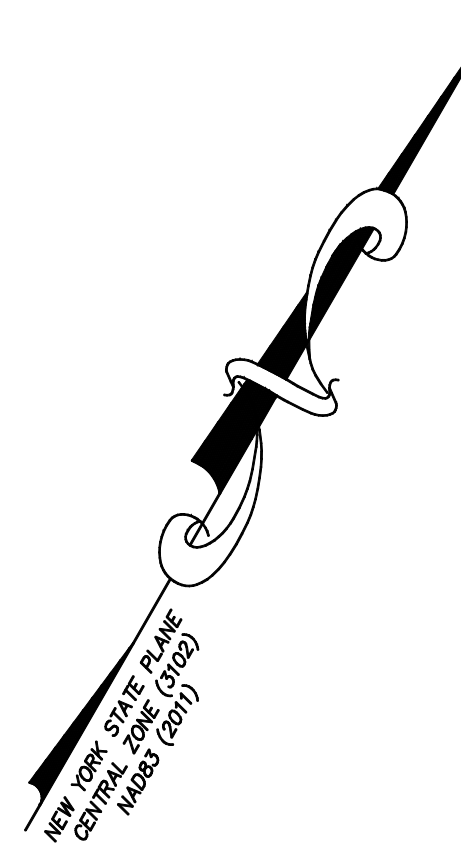
S 66°26'17" W  
170.10'

N 66°25'24" E  
288.22'

S 36°00'26" W  
98.87'

S 38°24'07" E  
288.40'

1108.26'



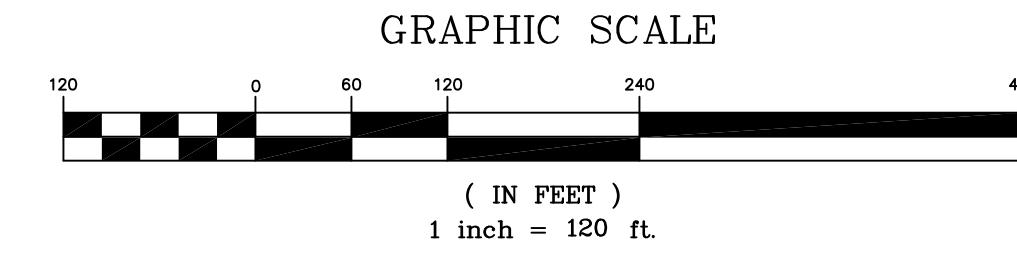
**REFERENCE DEED**  
 PRIME, LLC  
 DEED DATED 02/01/2007  
 RECORDED 02/01/2007  
 INSTRUMENT 2007-0000774  
 SUBJECT TO EASEMENTS GRANTED TO THE FOLLOWING AS THEY MAY APPLY:  
 WATERFORD LIGHT AND POWER COMPANY  
 LIBER 338, PAGE 323  
 ADAMS LIGHT COMPANY  
 LIBER 340, PAGE 364  
 LIBER 340, PAGE 358  
 THE CITY OF WATERFORD  
 LIBER 398, PAGE 478  
 NIAGARA MOHAWK POWER COMPANY  
 LIBER 642, PAGE 506  
 LIBER 676, PAGE 332  
 LIBER 744, PAGE 503  
 LIBER 874, PAGE 521  
 LIBER 888, PAGE 234  
 NEW YORK TELEPHONE COMPANY  
 LIBER 401, PAGE 517

**REFERENCE ABSTRACT**  
 BROWELL ABSTRACT CORPORATION  
 ABSTRACT OF TITLE NO. 122900C  
 LAST DATED: 07/11/2023

**LEGEND**  
 ○ - EXISTING REBAR  
 ● - EXISTING IRON PIPE  
 ● - 8" IRON REBAR WITH RED PLASTIC CAP SET  
 ● - UTILITY POLE  
 ○ - UTILITY CILITY LINES  
 --- - DRAINAGE  
 --- - GAS LINE  
 --- - GAS LINE WARNER  
 □ - CATYON BASIN

**NOTES:**  
 1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED ON 06/29/2023 AND 08/22/2023.

**WARNING** - It is a violation of Section 7200, Subdivision 2 of the New York State Education Law for any person other than a licensed land surveyor to offer this map.  
 Only boundary survey maps with the surveyor's embossed seal or red ink seal are genuine true and correct copies of the surveyor's original work and opinion.  
 Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.  
 The certifications herein are not transferrable.  
 The location of underground improvements or encroachments are not always known and often must be established. If any underground improvements or encroachments exist, they are not covered by this certificate.



MAP OF LAND SURVEYED FOR  
**PRIME, LLC.**  
 CITY OF WATERFORD, TOWN OF WATERFORD, JEFFERSON COUNTY, NEW YORK

**LAFAYE, WHITE & MCGIVERN, L.S., P.C.**  
 LAND SURVEYORS  
 (315) 628-4414 THERESA BOONVILLE (315) 942-4424  
 NEW YORK (2003)-14 PRIME, LLC(DWG)

DRAWN	CHECKED	DATE	SCALE	FILE	SHEET
MLJ	RJB	01/20/2024	1"=120'	2003P-14	1 OF 1

© COPYRIGHT: LAFAYE, WHITE & MCGIVERN, L.S., P.C. 2023  
 ROBERT J. BUSLER, P.L.S. N.Y.S. L.C. NO. 050843



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.

Patrick 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

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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**

May 13, 2024

To: The Honorable Mayor and City Council  
 From: James E. Mills, City Comptroller  
 Subject: Sale of Surplus Hydro-electricity – April 2024

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last April, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$86,450 or 9.91%. In comparison to the budget projection for the month, revenue was down \$34,618 or 4.22%. The year-to-date actual revenue is up \$596,791 or 13.64%, while the year-to-date revenue on a budget basis is up \$843,445 or 20.44%.

	<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	\$ 785,870	\$ (86,450)	(9.91%)
May	\$ 433,690	\$ 539,059	\$ 471,237			
June	\$ 85,233	\$ 418,974	\$ 234,979			
YTD	\$2,967,768	\$6,604,983	\$5,080,268	\$4,970,842	\$ 596,791	13.64%

	<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	\$ 785,870	\$ (34,618)	(4.22%)	
May	\$ 606,884				
June	\$ 415,719				
YTD	\$5,150,000	\$4,970,842	\$ 843,445	20.44%	\$ 54,301

May 9, 2024

To: The Honorable Mayor and City Council  
 From: James E. Mills, City Comptroller  
 Subject: Sales Tax Revenue – April 2024

Sales tax revenue was up \$19,671 or 1.04% compared to last April. In comparison to the original budget projection for the month, sales tax was down \$239,540 or 11.15%. The year-to-date actual receipts are up \$158,411 or 0.78%, while the year-to-date receipts on a budget basis are down \$284,042 or 1.38%.

	<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	\$ 1,908,041	\$ 19,671	1.04%	
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>\$ 20,371,058</u>	<u>\$ 158,411</u>	<u>0.78%</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	\$ 1,908,041	\$ (239,540)	(11.15%)	
May	\$ 2,104,669				
June	<u>\$ 2,025,231</u>				
YTD	<u>\$ 24,785,000</u>	<u>\$ 20,371,058</u>	<u>\$ (284,042)</u>	<u>(1.38%)</u>	

May 20, 2024

To: The Honorable Mayor and City Council  
From: Brian Phelps, City Assessor  
Subject: Effects of Possible Changes to Base Income of Senior Exemption

Per City Council's instructions following the May 13<sup>th</sup> work session I have been asked to prepare a report on the effects of raising the base value of our senior exemption from \$12,800 to the Jefferson County base income limit of \$17,400.

The base income limit is the maximum income to receive a 50% reduction on property taxes. A lesser graduated exemption for incomes \$5,700 greater than the base are also given.

In 2024 the 45 City residents qualified for this exemption on city taxes, the median assessment on their homes is \$70,700 with the median exemption received of \$25,250. Using last year's tax rate, it would result in \$222 of savings with a remaining tax bill of \$400. The total exempt amount for City purposes is \$1,278,297. The current effect on the tax rate is \$0.010240.

If the increase in the base income level were in effect today, there would have been 63 City residents qualifying for this exemption. The median assessment would be \$80,000. The median exemption received would have been \$32,000 resulting in a median savings of \$281 with a remaining tax bill of \$422. The total exempt amount for City purposes would have been \$2,216,002. The total effect of offering the exemption on the tax rate would be \$0.017279 for a cost of increasing the limit being \$0.007039 per thousand.

For historic perspective, in 2006 we had 212 residents qualifying with a median assessment of \$59,300 receiving a median exemption of \$24,250 for a tax savings of \$238 and a remaining bill of \$283. Total exempt amount was \$5,499,269 which increased the tax rate by \$0.064433.

	Recipients	Median Assessment	Median Exempt \$	Tax Savings	Remainder	Total Exempt	Cost to tax rate
Current	45	\$70,750	\$25,250	\$222	\$400	\$1,278,297	\$0.010240
@ \$17,400	63	\$80,000	\$32,000	\$281	\$422	\$2,216,002	\$0.017279
2006	212	\$59,300	\$24,250	\$238	\$283	\$5,499,269	\$0.064433

As discussed, anyone eligible for the RPTL 467 exemption is not liable for the minimum water/sewer usage of 9 units. Although we would not expect an increase to the number of residents to become eligible for this benefit I asked the Water Department to estimate the current cost.

The Water Department reports that during their last quarterly billing cycle 42 eligible residents used less than the minimum 9 units of water.

Had those 42 residents been billed the minimum 9 units (\$76.06) the total billing would have been \$3,194.52. The amount actually billed was \$1,644.69.

Assuming the last billing cycle was representative of the entire year it puts the "cost" of the benefit at approx. \$6,200 per year with an average benefit to the eligible resident of \$98.40 per year.