

**CITY OF WATERTOWN, NEW YORK**

**AGENDA**

**Monday, August 19, 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, August 19, 2024, at 7:00 p.m. in the City Court Room, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PROCLAMATION**

**PRIVILEGE OF THE FLOOR**

**PUBLIC HEARING**

**RESOLUTIONS**

- |                    |  |
|--------------------|--|
| Resolution No. 1 - | Reappointing to the Development Authority of the North Country Board – Thomas H. Hefferon                          |
| Resolution No. 2 - | Reappointing to the Transportation Commission – Michelle Appleby   |
| Resolution No. 3 - | Reappointing to the Transportation Commission – Jeffrey Lieberman  |
| Resolution No. 4 - | Reappointing to the Transportation Commission – Dawn Mills   |
| Resolution No. 5 - | Reappointing to the Transportation Commission – Patricia Wetterhahn  |
| Resolution No. 6 - | Reappointing to the Board of Assessment Review – Shawn Griffin   |
| Resolution No. 7 - | Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown      |
| Resolution No. 8 - | Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association    |
| Resolution No. 9 - | Authorizing the Full Abatement of Invoice Number 2024/06/0078758, Parcel No. 12-07-116.000 – 303 Rutland Street S. |

Resolution No. 10 - Bringing Charges Against Council Member Clifford G. Olney

Resolution No. 11 - Approving School Resource Officer Agreement with Watertown City School District

## **ORDINANCES**

Ordinance No. 1 - Amending the Approved Plan for Planned Development District #1 at VL College Heights, Parcel Number 8-40-101.001, to Allow a Self-Storage Facility

## **LOCAL LAW**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Sales Tax Revenue – July 2024
2. Sale of Surplus Hydro-electricity – July 2024
3. Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report (CAPER)
4. Zoning Ordinance Amendment
5. Board and Commission Appointments

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To discuss the employment history of a particular individual

## **ADJOURNMENT**

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

Res No. 1

August 13, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Reappointing to the Development Authority of the North Country Board – Thomas H. Hefferon

Thomas H. Hefferon currently serves as the City of Watertown's representative on the Development Authority of the North Country Board with a term expiring September 17, 2024. Mr. Hefferon has agreed to continue for another four-year term for the period of September 18, 2024 to September 17, 2028.

A Resolution is attached for Council consideration.

# RESOLUTION

Page 1 of 1

Reappointing to the Development  
Authority of the North Country Board –  
Thomas H. Hefferon

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.

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

BE IT RESOLVED that the following individual is reappointed to the Development Authority of the North Country Board for a four-year term, such term beginning on September 18, 2024 and expiring on September 17, 2028:

Thomas H. Hefferon  
456 Lachenauer Drive  
Watertown, NY 13601

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

Res Nos. 2, 3, 4 and 5

August 14, 2024

To: The Honorable Mayor and City Council  
From: Eric Wagenaar, City Manager  
Subject: Reappointments to the Transportation Commission

The terms of the following individuals on the Transportation Commission expired on April 1, 2024 and they have expressed an interest in continuing to serve on this commission.

Michelle Appleby  
205 N. Orchard Street  
Watertown, NY 13601

Jeffrey Lieberman  
150 East Division Street  
Watertown, NY 13601

Dawn Mills  
P.O. Box 179  
Brownville, NY 13615

Patricia Wetterhahn  
13188 County Route 5  
Clayton, NY 13624

Attached for City Council consideration are resolutions reappointing each of them to a three-year term, expiring on April 1, 2027.

# RESOLUTION

Page 1 of 1

Reappointing to the Transportation  
Commission – Michelle Appleby

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 .....

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

BE IT RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2027:

Michelle Appleby  
205 N. Orchard Street  
Watertown, NY 13601

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

# RESOLUTION

Page 1 of 1

Reappointing to the Transportation  
Commission – Jeffrey Lieberman

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 .....

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

BE IT RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2027:

Jeffrey Lieberman  
150 East Division Street  
Watertown, NY 13601

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

# RESOLUTION

Page 1 of 1

Reappointing to the Transportation  
Commission – Dawn Mills

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.

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

BE IT RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2027:

Dawn Mills  
P.O. Box 179  
Brownville, NY 13615

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



# RESOLUTION

Page 1 of 1

Reappointing to the Transportation  
Commission – Patricia Wetterhahn

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.

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

BE IT RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2027:

Patricia Wetterhahn  
13188 County Route 5  
Clayton, NY 13624

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

Res No. 6

August 14, 2024

To: The Honorable Mayor and City Council  
From: Eric Wagenaar, City Manager  
Subject: Reappointing to the Board of Assessment Review – Shawn Griffin

The term of the following individual on the Board of Assessment Review will expire on September 30, 2024 and he has expressed an interest in continuing to serve on this commission.

Shawn Griffin  
351 Arlington Street  
Watertown, NY 13601

Attached for City Council consideration is a resolution reappointing him to a five-year term, beginning October 1, 2024 and expiring on September 30, 2029.

# RESOLUTION

Page 1 of 1

Reappointing to the Board of Assessment  
Review – Shawn Griffin

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.

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

BE IT RESOLVED that the following individual is reappointed to the Board of Assessment Review for a five-year term, such term beginning on October 1, 2024 and expiring on September 30, 2029:

Shawn Griffin  
351 Arlington Street  
Watertown, NY 13601

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

Res No. 7

August 9, 2024

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving Agreement for Rental of Ice Time at the Watertown  
Municipal Arena, Figure Skating Club of Watertown

The City of Watertown and the Figure Skating Club of Watertown have entered into agreements for several years that allow their organization to rent ice time at the Municipal Arena. The most recent agreement has expired.

A new proposed three-year agreement has been drafted. It increases the rental rate to \$90 per hour. The rate in the last agreement was \$85 per hour.

Attached for City Council review and consideration is a Resolution approving the Agreement.

# RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time  
at the Watertown Municipal Arena, Figure  
Skating Club of Watertown

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 .....

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## Introduced by

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WHEREAS the City of Watertown owns and operates a Municipal Arena, and

WHEREAS the City Council of the City of Watertown desires to promote  
recreational activities at this community recreational facility, and

WHEREAS the Figure Skating Club of Watertown expressed their desire to enter  
into a three-year Agreement for ice time at the Municipal Arena to support their programs,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of  
Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the  
Watertown Municipal Arena between the City of Watertown and the Figure Skating Club of  
Watertown, a copy of which is attached and made a part of this resolution, and

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

## Seconded by

**AGREEMENT FOR RENTAL OF ICE TIME  
AT THE WATERTOWN MUNICIPAL ARENA  
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement for Rental of Ice Time at the Watertown Municipal Arena Fairgrounds Watertown, New York (the “Agreement”) is being made and is intended to be effective as of September 1, 2024, for a period of three (3) ice seasons between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the “City”) and the Figure Skating Club of Watertown, P. O. Box 411, Watertown, NY 13601 (the “Club”), each a “Party” and collectively the “Parties”.

**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 Watertown Municipal Arena (the “Arena”) within the City, and the Arena is a community recreational facility; and

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

**WHEREAS**, in pursuit of those public purposes, the City desires to grant ice time for the 2024-2027 ice seasons to the Club for the operation, management, and maintenance of a figure skating program for the use of the people in the community wanting to learn and improve figure skating skills; and

**WHEREAS**, in pursuit of those valid public purposes, the City desires to enter into an Agreement for the bulk rental of ice time.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the Parties hereby agree as follows:

**AGREEMENT**

**SECTION I – TERM**

The term of this Agreement shall be from September 16, 2024 (the anticipated first day of operational ice use in the Arena) through April 30, 2027.

**SECTION II – PROPERTY**

The City agrees to permit the Club to use a part of the Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer’s booth, and changing rooms (the “Premises”). The City grants the Club the right of ingress and egress over municipal property to the extent necessary to operate the figure skating program on the City’s ice sheet.

### **SECTION III – NONASSIGNABILITY**

The City and the Club agree that it is the purpose of this Agreement to permit the use, operation, management, and maintenance of the figure skating program at the Arena by the Club, and that this Agreement may not be assigned by the Club to any other person and/or entity.

### **SECTION IV – COMPENSATION**

It is understood by the Parties that:

A. The Club shall pay \$90.00 per hour for all ice time where there is no admission charge to the public.

B. Payment by the Club must be made by the 1<sup>st</sup> day of the month for that month's scheduled ice time.

C. As agreed to by the Parties, the Club will use limited ice time in the month of April.

D. The City will allow the Club to provide food during the testing, competition, and shows, for judges and coaches only. Additionally, the Club will be permitted to engage in fundraising activities during testing, competition, and shows. The City-owned concession stand shall be the sole source of food and drink within the Arena, during its normal operating hours.

E. The Club will have use of coach's office rooms #124 and #125 for the term of this Agreement.

F. The Club will have use of the party room for board meetings which are conducted during a time in which the Club has paid for ice time. The Club must call and reserve the party room in advance.

G. The Club will have use of the PA system, 10 tables, and 20 chairs for the season.

### **SECTION V – ICE TIME**

A. The City will provide the Club annual ice time slots that are set aside for the organization each season. These times include:

| Day of the Week | Time of Day            |
|-----------------|------------------------|
| Monday          | 2:45 p.m. - 5:45 p.m.  |
| Wednesday       | 4:40 p.m. - 7:10 p.m.  |
| Friday          | 2:45 p.m. - 6:50 p.m.  |
| Saturday        | 12:40 p.m. - 2:20 p.m. |

B. In addition to the times listed above, the City agrees to reserve the following seasonal time slots for the Club, when not reserved for the IHC high school hockey season:

| <b>Fall Ice</b>   |                       |
|-------------------|-----------------------|
| Day of the Week   | Time of Day           |
| Wednesday         | 3:00 p.m.- 4:30 p.m.  |
| <b>Spring Ice</b> |                       |
| Wednesday         | 3:00 p.m.- 4:30 p.m.  |
| Thursday          | 3:00 p.m. - 4:30 p.m. |

C. The City, to the best of its ability, will reserve dates and times requested by the Club for their annual competition, clinic, test session, and end of year show/exhibition, that includes a 3-day weekend, a 2-day weekend, and two Saturdays. The Club shall submit the dates by June 1 each year of this Agreement.

| Days of the Week                   | Time of Day  |
|------------------------------------|--|
| 3-day weekend<br>Friday – Sunday   | 8:00 a.m. – 9:00 p.m.<br>(8:00 a.m. – 5:00 p.m.<br>Sunday) |
| 2-day weekend<br>Saturday – Sunday | 10:00 a.m. – 4:00 p.m.                                     |
| Saturday                           | 8:00 a.m. – 5:00 p.m.                                      |

D. In the event ice time is not needed, an advance courtesy call by the Club shall be made with at least 72 hours' notice to the City Parks and Recreation office. Scheduled time missed without notification to the Parks and Recreation office shall not be reimbursed.

E. The Club recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day, and Easter, therefore no ice time will be available, and time missed shall not be reimbursed.

F. The Club agrees to hold the City harmless should the Arena be closed for any unforeseen circumstances such as weather, emergencies, or other items the City has no control over.

G. The Club agrees to give up ice time and allow for annual events such as local high school hockey games, Minor Hockey tournaments, and Semi-Professional or Professional hockey games. The City will make every effort to schedule these events outside the times reserved for the Club. In the event that the Club is directed to give up ice time for a scheduled event, the City will work with the Club to schedule alternative ice time.

## **SECTION VI – MAINTENANCE**

The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement at its own expense.



The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

## **SECTION VII – INSURANCE**

The Club agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Club's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Club shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Club's commencement of any activities on the Premises.

## **SECTION VIII – HOLD HARMLESS**

The Club shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's fees from 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 the Club's operation, use or occupation of the Premises, or by or resulting from any act or omission of the Club, or any of its officers, agents, employees, guests, patrons, or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting the Club's obligations under this paragraph.

## **SECTION IX – TERMINATION**

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation by the Club of any of the applicable laws and regulations of the City and State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Club's failure to comply with any of the provisions of the Agreement.

## **SECTION X – NO RECOURSE**

The Club acknowledges and agrees that the Premises may be subject to being shut down for any number of reasons and the Club agrees that it shall have no recourse against the City for damages in the event the Premises are unavailable for use.

## **SECTION XI – VENUE AND APPLICABLE LAW**

A. The City and the Club agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, 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 XII – SAVINGS CLAUSE**

The Parties acknowledge that it is important to the Parties to have a valid agreement in connection with the subject matter. Therefore, the Parties agree that, to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the extent possible, remain in full force and effect for the term or for any extension thereof.

## **SECTION XIII – ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this Agreement. Each party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both Parties.

## **SECTION XIV – NOTICE**

All notices required to be given under this Agreement, unless otherwise stated herein, shall be in writing and shall be deemed to have been duly given on the date mailed to the following addresses:

### **The City:**

City Manager  
245 Washington Street  
Watertown, New York 13601

### **The Club:**

Figure Skating Club  
P.O. Box 411  
Watertown, New York 13601

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the Parties and is to be effective as of September 16, 2024

**THE CITY OF WATERTOWN, NEW YORK**

By: \_\_\_\_\_

Name: Eric F. Wagenaar

Title: City Manager

**FIGURE SKATING CLUB OF WATERTOWN**

By: \_\_\_\_\_

Name: Sarah E. Dowds,

Title: Board President

Res No. 8

August 9, 2024

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving Agreement for Rental of Ice Time at the Watertown  
Municipal Arena, Watertown Minor Hockey Association

The City of Watertown and the Watertown Minor Hockey Association have entered into agreements for several years that allow their organization to rent ice time at the Municipal Arena. The most recent agreement has expired.

A new proposed three-year agreement has been drafted. It increases the flat rate to \$51,700 from the previous \$48,760. Any additional time outside of the contracted times will be charged at \$90 per hour.

Attached for City Council review and consideration is a Resolution approving the Agreement.

## RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time  
at the Watertown Municipal Arena, Watertown  
Minor Hockey Association

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 .....

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### *Introduced by*

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WHEREAS the City of Watertown owns and operates a Municipal Arena, and

WHEREAS the City Council of the City of Watertown desires to promote  
recreational activities at this community recreational facility, and

WHEREAS the Watertown Minor Hockey Association expressed their desire to  
enter into a three-year Agreement for ice time at the Municipal Arena to support their programs,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of  
Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the  
Watertown Municipal Arena between the City of Watertown and the Watertown Minor Hockey  
Association, a copy of which is attached and made a part of this resolution, and

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

### *Seconded by*

**AGREEMENT FOR RENTAL OF ICE TIME  
AT THE WATERTOWN MUNICIPAL ARENA  
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement for Rental of Ice Time at the Watertown Municipal Arena Fairgrounds Watertown, New York (the “Agreement”) is being made and is intended to be effective as of September 1, 2024 for a period of three (3) ice seasons between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the “City”) and the Watertown Minor Hockey Association (the “Hockey Association”), P. O. Box 371, Watertown, NY 13601, each a Party and collectively the “Parties”.

**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 Watertown Municipal Arena (the “Arena”) within the City, and the ice arena is a community recreational facility; and

**WHEREAS**, the City desires to promote future recreational activities at the Arena for the valid public purposes 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 grant a bulk ice time agreement for the 2024-2027 ice seasons to the Hockey Association for the operation, management, and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills; and

**WHEREAS**, in pursuit of the public purpose the City desires to enter into an Agreement for the bulk rental of ice time.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the Parties hereby agree as follows:

**AGREEMENT**

**SECTION I – TERM**

The term of this Agreement shall be from September 16, 2024 (the anticipated first day of operational ice use in the Arena) through April 30, 2027.

**SECTION II – PROPERTY**

The City agrees to permit the Hockey Association to use a part of the Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer’s booth, locker rooms, and hockey goals

(the “Premises”). The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City’s ice sheet.

### **SECTION III – NONASSIGNABILITY**

The City and Hockey Association agree that it is the purpose of this Agreement to permit the use, operation, management, and maintenance of the Hockey Program at the Arena by the Hockey Association, and that this Agreement may not be assigned by the Hockey Association to any other person and/or entity.

### **SECTION IV – COMPENSATION**

It is understood by the Parties that:

A. The Association shall pay a total sum of \$51,700.00 for all negotiated ice time. Any ice time outside of this contract will be billed at rate of \$90.00 per hour.

B. Payment by the Hockey Association must be made by the 1<sup>st</sup> day of the month for that month’s scheduled ice time.

C. The Hockey Association will be the only minor hockey association to have permanent regularly scheduled ice time.

D. The Hockey Association will use limited ice time in the month of April.

E. The Hockey Association will have use of the party room for minor hockey registration, board meetings, and end of the season awards/banquet. The Association will also be permitted to bring in their own food/beverage for these events, limited only to Minor Hockey Members. The Association is responsible for reserving this room through the Parks and Recreation office.

F. The Hockey Association will have use of coach’s office room #127, for the duration of this Agreement.

G. The Hockey Association will be permitted to utilize space within the Arena for storage of hockey-related equipment during the hockey season, for the duration of this Agreement. Property stored on City property must be insured and proof of property coverage must be submitted to the City annually. The City will not be responsible for holding insurance coverage on the Hockey Association’s equipment. The City shall not be responsible for any damage to, loss, or theft of any hockey-related equipment stored on City property and the Hockey Association agrees to hold the City harmless.

### **SECTION V – ICE TIME**

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

| Day of the Week | Time of Day                                     |
|-----------------|---|
| Sunday          | 7:00 a.m. - 1:05 p.m.<br>3:10 p.m. - 6:10 p.m.  |
| Monday          | 6:00 p.m. - 8:30 p.m.                           |
| Tuesday         | 4:40 p.m. - 7:25 p.m.<br>9:00 p.m. - 10:00 p.m. |
| Wednesday       | 7:20 p.m. - 8:30 p.m.                           |
| Thursday        | 5:00 p.m. - 7:10 p.m.                           |
| Saturday        | 7:00 p.m. - 12:30 p.m.<br>4:00 p.m. - 6:50 p.m. |

B. In addition to the time listed above, the City will set aside additional times requested by the Hockey Association that include:

| Day of the Week               | Time of Day           |
|-------------------------------|-----------------------|
| Columbus Day                  | 7:00 a.m. – 9:50 a.m. |
| Veterans' Day                 | 7:00 a.m. – 9:50 a.m. |
| Wednesday before Thanksgiving | 7:00 a.m. – 9:50 a.m. |
| Friday after Thanksgiving     | 7:00 a.m. – 9:50 a.m. |
| Christmas School vacation     | 7:00 a.m. – 9:50 a.m. |
| Martin Luther King Day        | 7:00 a.m. – 9:50 a.m. |
| Winter School vacation        | 8:30 a.m. – 9:50 a.m. |

C. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours' notice to the City's Parks and Recreation office.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day and Easter, therefore no ice time will be available.

E. The Hockey Association agrees to give up practice ice time and allow for annual events such as local high school hockey games; Watertown Figure Skating Club's annual testing session, exhibition and show; Fort Drum Army Hockey; and any Semi-professional or Professional hockey games. No monetary reimbursement will be given to the Hockey Association for this lost time.



F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Hockey Association will use their own scheduled ice time first before canceling another group's time.

G. The City acknowledges that tournaments on Friday's will require ice from 5:00 p.m.-9:00 p.m. and that all weekend tournaments may need the City's public skate timeslots. All efforts will be made by the Hockey Association to do its best to work around the City's public skate slots.

H. The Hockey Association is permitted to host other area youth hockey associations during their scheduled ice times, provided that the visiting association(s) is/are named on the certificate of liability insurance.

I. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies, or other items the City has no control over.

## **SECTION VI – MAINTENANCE**

The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

## **SECTION VII – INSURANCE**

The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000/\$2,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Hockey Association's commencement of any activities on the Premises.

## **SECTION VIII – HOLD HARMLESS**

The Hockey Association shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's fees, from 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 the Hockey Association's operation, use, or occupation of the Premises, or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons, or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

## **SECTION IX – TERMINATION**

This Agreement may be terminated by the City, for cause, upon any of the following:

A. Violation of the Hockey Association of any of the applicable laws and regulations of the City and/or the State of New York including regulations promulgated by the New York State Department of Health.

B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the Agreement.

## **SECTION X – NO RECOURSE**

The Hockey Association acknowledges and agrees that the Premises may be subject to being shut down for any number of reasons and the Hockey Association agrees that it shall have no recourse against the City for damages in the event that the Premises are unavailable for use.

## **SECTION XI – VENUE AND APPLICABLE LAW**

A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, 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 XII – SAVINGS CLAUSE**

The parties acknowledge that it is important to the Parties to have a valid agreement in connection with the subject matter. Therefore, the Parties agree that, to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the extent possible, remain in full force and effect for the term or for any extension thereof.

## **SECTION XIII ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, which are not set forth in this Agreement. Each party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both parties.

#### **SECTION XIV – NOTICE**

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. If sent by certified mail, return receipt requested to:

City:

City Manager

245 Washington Street

Watertown, New York 13601

Hockey Association:

Watertown Minor Hockey Association

P.O. Box 371

Watertown, New York 13601

**IN WITNESS WHEREOF**, the City and the Hockey Association have caused this agreement to be executed by the parties and is to be effective as of September 16, 2024.

**THE CITY OF WATERTOWN, NEW YORK**

By: \_\_\_\_\_  
Name: Eric F. Wagenaar  
Title: City Manager

**WATERTOWN MINOR HOCKEY ASSOCIATION**

By: \_\_\_\_\_  
Name: Vega Nutting  
Tile: Board President

Res No. 9

August 14, 2024

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing the Full Abatement of Invoice Number 2024/06/0078758,  
Parcel No. 12-07-116.000 – 303 Rutland Street S.

The attached resolution has been prepared at the request of Council Member Olney.

**RESOLUTION**

Page 1 of 1

Authorizing the Full Abatement of  
Invoice Number 2024/06/0078758,  
Parcel No. 12-07-116.000 – 303  
Rutland Street S.

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 .....

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

WHEREAS on May 24, 2024 Invoice Number 2024/06/0078758 was issued to Joshua and Lindsey McCan as a result of a code violation in the amount of \$459.00, and

WHEREAS on July 17, 2024 the City Manager executed a partial abatement, removing the code enforcement surcharge, resulting in a reduction of \$108.00, and

WHEREAS Joshua and Lindsey McCan requested an abatement of the full invoice, currently totaling \$351.00, and

WHEREAS the City Council desires to abate the remaining \$351.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reduces Invoice Number 2024/06/0078758 by \$351.00, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the above amount is abated, and the City Comptroller and City Manager are hereby authorized and directed to execute the abatement accordingly.

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

Res No. 10

August 14, 2024

To: The Honorable Mayor and City Council  
From: Eric Wagenaar, City Manager  
Subject: Bringing Charges Against Council Member Clifford G. Olney

At the request of Council Member Kimball, staff has prepared the following report and resolution.

The City Council received an Advisory Opinion and Recommendation from the Board of Ethics recommending that the City Council move forward with a hearing process consistent with the City Charter along with their recommendation that the Council pursue removing Council Member Olney from office.

In order to commence this process, the Council has been advised by the City Attorney that it must first pass a resolution bringing charges against Council Member Olney.

Accordingly, a resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 2

Bringing Ethics Charges Against  
Council Member Clifford G. Olney

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 .....

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

WHEREAS on September 11, 2023, then-Mayor Jeffrey Smith presented an Ethics Complaint to the Watertown Board of Ethics accusing Council Member Clifford Olney of violations of the City of Watertown Code of Ethics (Watertown City Code, Chapter 32) and New York General Municipal Law, Article 18, and

WHEREAS the Ethics Complaint set forth the following three counts against Council Member Olney:

- (a) Count I – Unethical Conduct – Intentional Disclosure of Confidential Information
- (b) Count II – Conflict of Interest – Golf Course Transaction
- (c) Count III – Any Violation(s) of Chapter 32 of the Watertown City Code of Ethics – Breach of Fiduciary Duty – Advocacy for Adverse Party, and

WHEREAS the Watertown Board of Ethics reviewed the Ethics Complaint and on September 18, 2023, submitted an Advisory Opinion and Recommendation to the Council, and

WHEREAS the Advisory Opinion recommended that the City Council commence a hearing process pursuant to the City Charter on all three charges, opined that there were ethics violations, and recommended the Council pursue removal from office, and

WHEREAS the City Council desires to hold a hearing pursuant to Title III, Section 20(3) of the City Charter to consider the allegations set forth in the Ethics Complaint, to allow Councilmember Olney notice and opportunity to be heard on the Ethics Charges, to determine if the Ethics Charges should be sustained, and if so, to determine what the penalty should be,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the attached Ethics Charges against Council Member Olney, which reflect the allegations in the Ethics Complaint and Advisory Opinion, and



## RESOLUTION

Page 2 of 2

Bringing Ethics Charges Against  
Council Member Clifford G. Olney

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.

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BE IT FURTHER RESOLVED that the City Council hereby commences a hearing process pursuant to the City Charter to consider the attached Ethics Charges against Council Member Olney, and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to take the necessary steps to schedule a hearing and provide Council Member Olney proper notice and other procedural rights consistent with the City Charter and principles of due process.

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

STATE OF NEW YORK  
CITY OF WATERTOWN

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In the Matter of Ethics Charges Preferred by

WATERTOWN CITY COUNCIL

*against*

CLIFFORD G. OLNEY  
Watertown City Council Member

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**CHARGE 1: Unethical Conduct**

*Intentional Disclosure of Confidential Information*

1. Council Member Olney engaged in a pattern of consistent disclosure of confidential information to third parties in violation of §32-3(B) of the City Code of Ethics and General Municipal Law §805-a(1)(b), as set forth below.

2. On or about March 8, 2023, Justin Miller, Esq., a partner with Interim City Attorney law firm Harris Beach PLLC, had a confidential attorney-client conversation with Council Member Olney about the City of Watertown Golf Course transaction, the February 20, 2023 appraisal of the related transition of operations, and the Access Agreements. Within a short period of time after that conversation, P.J. Simao, an admitted friend and close advisor to Council Member Olney, sent an email to Interim City Attorney Miller, detailing the City's legal position and opinion about the golf cart storage.

3. On or about May 19, 2023, or earlier, Mr. Olney shared legal strategy with a party adverse to the City. There is email correspondence related to such disclosure.

4. On or about August 23, 2023, following an Executive Session of City Council on August 21, 2023, it became clear that knowledge of what was discussed was disclosed outside of the

City Council and City government to Mike Lundy or his attorney. As a consequence, the Interim City Attorney was contacted on August 24th and spoke with Mr. Lundy's counsel on August 25, 2023, Mike Young, on the same topic. It was clear to the Interim City Attorney that Mike Young became aware of the executive session discussion prior to the call.

5. On or about September 6, 2023, Council Member Olney communicated to a third-party information about deliberations between Council members with quorum at the Executive Session discussing the appointment and employment of a permanent City Attorney. First, there was a Facebook posting of preliminary discussions. Then, to the surprise and disappointment of other members, Council Member Olney disclosed his view of the decision to award to a particular firm during a pending, open procurement thereby potentially tainting the process.

6. Council Member Olney's public statements about a law firm and one of its members based on internal deliberations in Executive Session shows bias, favoritism, and impropriety since he indicates which firm he prefers based on an irrational dislike of a particular attorney.

## **CHARGE 2: Conflict of Interest**

### *Golf Course Transaction*

7. In connection with the purchase of the City of Watertown Golf Course transaction, Council Member Olney failed to disclose his personal interest in the legislation whether paid or unpaid in the passage of the approving resolution. His actions are violations of his oath of office and fiduciary duty to the City.

8. With respect to the transaction, it was not disclosed until a May 2023 Council meeting that Council Member Olney had an interest in the transaction based on his close relationship with both Mr. Simao and negotiations with Mr. Lundy.

9. Council Member Olney's interest in the Golf Course transaction should have been disclosed and he should have recused himself from voting on the Resolution required by the Asset Purchase Agreement. His conduct is in violation of §32-3(C) of the Code of Ethics.

**CHARGE 3: Violation(s) of Chapter 32 of the Watertown City Code of Ethics**

*Breach of Fiduciary Duty - Advocacy for Adverse Party*

10. On numerous occasions consistent with the conduct described above, Council Member Olney has breached his fiduciary duty of loyalty to the City by allowing himself to be lobbied for specific City Council legislation to benefit his friends.

11. At the suggestion of a third party, Council Member Olney has advocated for positions contrary to the City's interests. When provided with clear facts, he has refused to acknowledge and accept the City's position. Such conduct is in violation of General Municipal Law §805-a(1).

Dated: August 19, 2024

By: \_\_\_\_\_  
Sarah V. Compo Pierce  
Mayor

Res No. 11

August 19, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Approving School Resource Officer Agreement with Watertown City School District

The City provides School Resource Officers (SROs) to the Watertown City School District. The Agreement between the City and the School District for the SROs expired on July 31, 2024. A proposed successor contract has been drafted for consideration by the City Council.

The agreement reflects various changes from last year. These changes include the reduction from two SROs to one along all language accompanying this reduction, as well several smaller operational changes mainly due to the reduction to one SRO. The agreement includes an increase in the cost to the district from \$550 to \$680 per day, in order to better reflect the current costs of a police officer. It is also for a one-year term.

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

# RESOLUTION

Page 1 of 1

Approving School Resource Officer  
Agreement with Watertown City  
School District

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 .....

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

WHEREAS the City of Watertown possesses authority over the Watertown Police Department, which was created as a department and agency of the City government by Charter, and

WHEREAS it is the intent and desire of the City of Watertown and the Watertown City School District to provide for services of one School Resource Officer,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the School Resource Officer Agreement between the City of Watertown and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

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

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

## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Watertown City School District ("District"), and the City of Watertown ("City").

### **WITNESSETH:**

WHEREAS the City possesses authority over the Watertown Police Department, which has been created as a department and agency of city government by Charter; and

WHEREAS it is the intent and desire of the City and District to provide for the services of a School Resource Officer ("SRO") as set forth herein,

NOW THEREFORE in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the District and the City as follows:

### **ARTICLE I**

#### **Term**

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such District school sites as more fully described herein below for a term commencing on July 1, 2024, and expiring one (1) year on June 30, 2025. It is expressly agreed and understood that the District and the City shall not be bound hereby beyond the foregoing one (1) year term.

### **ARTICLE II**

#### **Rights And Duties of The City**

The City shall provide an SRO and SRO services as follows:

##### **(A) Training**

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as an SRO, the City shall certify in writing to the Superintendent of the District that such person has had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (*e.g.*, D.A.R.E.).

##### **(B) Assignment of the SRO**

(1) The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve at Watertown High School, Case Middle School and Wiley School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the District,

the City Manager of the City of Watertown, and the Chief of Police of the City. In addition, the SRO shall perform services on an as-needed basis in the Watertown School District's elementary schools (Knickerbocker, North, Ohio, Sherman, Starbuck), and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the Administration Sergeant within the Watertown Police Department, who, as the SRO's immediate supervisor, will work with the school administration of the District in providing for the rendition of SRO services as outlined herein.

(3) In addition to the SRO, Watertown High School, Case Middle School and Wiley School will each have a School Safety Officer (SSO). The SSOs are District employees and are not supervised by the SRO. However, the SRO and SSOs should communicate throughout each workday to facilitate school safety and security. Since the SRO is an active police officer, and is employed by the jurisdiction in which the District is located, the SSOs should take direction from the SRO during ongoing incidents and emergencies.

(4) In the event the assigned SRO is absent, the City may provide a road patrol officer with SRO training to fulfill the duties of the SRO during his/her absence, as long as the platoon can still cover the six primary city zones.

#### (C) Regular Duty Hours of the SRO

(1) The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer employed by the City. It is agreed and understood that pursuant to clause (D) (11) below, the SRO will from time to time be expected to attend meetings of parents/faculty and school functions on request of a principal and/or Superintendent.

#### (D) Primary Duties of SRO

(1) The main duty for the SRO shall be the safety and security of the Watertown High School campus, with his/her assigned schools being Watertown High School, Case Middle School and Wiley School. Assistance at the other elementary schools will be provided by the SRO when/if available or WPD road patrol will be called.

(2) The SRO shall be present on campus and be visible in an active effort to deter potential issues in their assigned schools.

(3) The SRO shall actively engage with students and staff to help develop a positive rapport in their assigned schools.

(4) The principal, school administration, school SSOs or other staff of the District may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities



occurring on school property or at school sponsored functions. SROs shall also advise the SSO and District of incidents or activities possibly giving rise to criminal or juvenile violations.

(5) The SRO shall assist school principals in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the school property or during school sponsored events.

(6) The SRO may conduct investigations relating to any crime related to the students in the schools that the SRO is assigned.

(7) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to District Policy, Watertown Police Department Policy, New York State law, and other legal requirements with regard to such interviews.

(8) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(9) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or District disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of District disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(10) The SRO shall give assistance to law enforcement officers in matters regarding their school assignment, whenever necessary.

(11) The SRO shall make themselves available for conferences with students, parents, and faculty members to assist with problems of law enforcement or of a crime prevention nature.

(12) The SRO shall become familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal in writing if a referral has been made.

(13) The SRO shall supervise the execution of the mandated New York State practice lockdowns with the eight (8) District schools as well as the two parochial schools (IHC and Faith Fellowship School). Currently, four (4) practice lockdowns per school are mandated each school year, thus a total of 40 practice lockdowns need to be completed.

(14) The SRO shall conduct a daily morning traffic detail – at 7:00 a.m. in front of the high school in marked patrol vehicle with emergency lights activated for traffic detail until 7:30 a.m. for the first two weeks of September and as needed thereafter as determined by the School District's principal.

(15) The SRO shall conduct a daily afternoon campus patrol detail. The detail will commence at the time of the Watertown High School dismissal and will continue until at least 2:45 p.m. The SRO will patrol the area of the school campus as well as neighboring streets in an effort to deter fights and any other issues that could potentially arise.

- (16) The SRO shall participate in and/or attend the following school functions:
- All varsity home football games
  - All Dances (homecoming/winter dance/prom)
  - With the option to do basketball, soccer, and lacrosse games at the request of the school. If the SRO is not available, they will be responsible for notifying an on-duty WPD supervisor, so that a replacement may be assigned. If this occurs, the District will be responsible for reimbursing the City of Watertown for the actual cost of that officer's coverage, whether regular pay or overtime pay.

(17) Every other year, the SRO shall coordinate and conduct a large-scale safety presentation in the spring that specifically targets the Junior and Senior class with regards to prom and graduation – ex: Mock DWI Crash Simulation.

(18) The SRO shall be a safety officer on the school safety team/safety committee and attend all school safety meetings throughout the school year.

(19) The SRO shall attend school safety training classes/seminars throughout the school year as requested by the Watertown Police Department and/or the District Superintendent.

(20) The SRO is encouraged to become an active member of outside organizations directly related to school, such as the Youth Court of Jefferson County.

(21) The SRO shall keep a daily log on the SRO office computer that documents daily activity and will submit monthly reports to the WPD Administration Sergeant.

(22) The SRO shall attend Superintendent hearings at the District Office at the request of a principal and/or Superintendent.

- (23) The SRO shall assist with:
- Off campus School-related complaints, with WPD on-duty supervisor authorization.

- After hours school-related emergency complaints, with on-duty supervisor authorization.
- Home visits
- Truancy issues
- Lunchroom duties
- Multiple daily walkthroughs throughout the buildings

(E) Secondary Duties of the SRO.

(1) The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; law; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs.

(2) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(3) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of laws, the role of the police officer, and the police mission.

(4) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

**ARTICLE III**  
**Rights and Duties of the District**

(A) The District shall schedule the mandated New York State practice lockdowns.

(B) The District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Watertown City School District to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (1) Access to a properly lit private office which shall contain a telephone which may be used for general business purposes.
- (2) A location for files and records which can be properly locked and secured.
- (3) A desk with drawers, a desk chair, two office chairs, a worktable, filing cabinet, and office supplies.
- (4) Access to a computer.
- (5) Cell phone service.

- (6) A complete copy of the District's policy manual concerning students.

**ARTICLE IV**  
**Financing of the SRO program**

The District shall pay the City \$640 per day (8 hours) per SRO for the duties agreed to in this contract. Services will be billed at a rate of \$80.00 per hour per SRO for any partial days or extra services provided outside of a normal school day such as athletic events. The City will bill the District monthly for services provided.

**ARTICLE V**  
**Employment status of the SRO**

The SRO shall be an employee of the Watertown Police Department and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Watertown Police Department.

**ARTICLE VI**  
**Appointment of SRO**

(A) The City Manager shall assign officers who are qualified to be an SRO. An Interview Committee composed of the Superintendent, the Director of Personnel for the District, two (2) principals appointed by the Superintendent, and the Chief of Police will interview any candidate or candidates when practical.

(B) SRO applicants must meet the following requirements:

- (1) The applicant must be a volunteer for the position of SRO.
- (2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.
- (3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(D) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be forwarded to the City Manager, who shall appoint officers from the list of those recommended.

**ARTICLE VII**  
**Dismissal of SRO/Replacement**

(A) In the event a principal of a school to which an SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the

Superintendent or designee that the SRO assignment in the program be reviewed and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager. If the City Manager so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The City Manager or Chief of Police may reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of the City of Watertown.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City Manager shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment, unless there are no eligible (trained) candidates available.

As soon as practicable, the Interview Committee following the process set out in Article VI shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

## **ARTICLE VIII**

### **Termination of Agreement**

This Agreement may be terminated by either party upon thirty (30) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon sixty (60) days written notice. Termination of this Agreement may only be accomplished as provided herein.

## **ARTICLE IX**

### **Notices**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent of Schools  
Watertown City School District  
District Offices  
1351 Washington Street  
Watertown, NY 13601

City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY 13601

**ARTICLE X**  
**Good Faith**

The School Board, the City Manager, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

**ARTICLE XI**  
**Modification**

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

**ARTICLE XII**  
**Non-Assignment**

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District's School Board and City Council is obtained.

**ARTICLE XIII**  
**Merger**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

**ARTICLE XIV**  
**Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

City of Watertown

By: \_\_\_\_\_  
Eric Wagenaar, City Manager

Watertown City School District

By: \_\_\_\_\_  
Dr. Larry C. Schmiegel, Superintendent of Schools

ACKNOWLEDGEMENTS

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came Eric Wagenaar, who being by me duly sworn, did depose and say that he is City Manager of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said City Council.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came Dr. Larry C. Schmiegel, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Superintendent of Schools, for the Watertown City School District, the District described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said School Board of the Watertown City School District.

\_\_\_\_\_  
Notary Public

August 13, 2024

To: The Honorable Mayor and City Council

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

Subject: Amending the Approved Plan for Planned Development District #1 at VL College Heights, Parcel Number 8-40-101.001, to allow a self-storage facility.

A request has been submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of Washington Street Properties to amend the approved plan for Planned Development District (PDD) #1 located at VL College Heights. PDD #1 was created in 1966, with the allowed uses being a motel, commercial/restaurant, shopping plaza, apartment buildings, and gasoline service station.

PDDs are special districts that are established by the City Council for any lawful purpose. They are typically established to allow uses that would not otherwise be allowed within the existing zoning. They are intended to encourage innovation in land development and to meet special needs of the community.

As part of the establishment and approval of a PDD, a preliminary plan must be submitted. The preliminary plan is a required component of establishing a PDD and serves as a master plan and establishes the overall design and layout for the development on the site. Future construction follows the plan. The ordinance that is adopted by the Council approves the plan and establishes the list of specific uses that are allowed in the district.

As part of the establishment and approval of PDD #1, a preliminary plan was submitted which established the overall design and layout of the site. The plan has been amended numerous times since 1966. The applicant is proposing the construction of a self-storage facility at VL College Heights. Since the proposed building and other site changes are not on the approved plan for the PDD, an amendment to that plan must be reviewed by the Planning Commission and approved by the City Council.

Amending a PDD is essentially a zone change and therefore it must follow the same process for approval. The Planning Commission reviewed the request at its August 6, 2024, meeting and adopted a motion recommending that the City Council approve the request as submitted. Attached is the complete zone change application, Staff's report to the Planning Commission, the relevant excerpt from the Planning Commission's



meeting minutes, a conceptual site plan of the self-storage facility, and other related materials are also attached for City Council review.

The ordinance attached for City Council consideration approves the amendment to the PDD as requested. The City Council must hold a public hearing on the ordinance before it may vote. It is recommended that the City Council schedule a public hearing for 7:15 p.m. on Tuesday, September 3, 2024. A SEQRA resolution will be presented for City Council consideration at that meeting.

**ORDINANCE**

Page 1 of 1

Amending the Approved Plan for  
Planned Development District #1  
At VL College Heights, Parcel Number  
8-40-101.001, to Allow a Self-Storage  
Facility

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 |
|-----|-----|
|     |     |
|     |     |
|     |     |
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|     |     |
|     |     |

***Introduced by***

WHEREAS Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of Washington Street Properties has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to amend the approved plan for Planned Development District #1 located at VL College Heights, Parcel Number 8-40-101.001, and

WHEREAS the Planning Commission of the City of Watertown considered the zone change request at its August 6, 2024, meeting and adopted a motion recommending that City Council approve the amendment to the approved plan as requested, and

WHEREAS the Jefferson County Planning Board is scheduled to review the application at its August 27, 2024, meeting, pursuant to Section 239-m of New York State General Municipal Law, and

WHEREAS a public hearing was held on the proposed zone change on September 3, 2024, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed amendment and conceptual site plan 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 amendment to Planned Development District #1,

NOW THEREFORE BE IT ORDAINED that the preliminary plan for Planned Development District #1, located at VL College Heights, Parcel Number 8-40-101.001 is hereby amended as shown on the plan submitted to the Planning and Community Development Department on July 12, 2024, 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***



# 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 REVIEWER: Sharlice Bonello, Planner

SUBJECT: Zone Change – VL College Heights, Parcel Number 8-40-101.001

DATE: August 1, 2024

---

**Request:** Amending the Approved Plan for Planned Development District #1 to allow a self-storage facility at VL-College Heights, Parcel Number 8-40-101.001.

**Applicant:** Matthew R. Morgia, P.E. of Aubertine and Currier on behalf of Washington Street Properties

**Owner(s):** North County Apartments, LLC

**SEQRA:** Unlisted

**County review:** Yes

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**Comments:** Matthew R. Morgia, P.E., of Aubertine and Currier, on behalf of Shawn Thomas, CEO of Washington Street Properties, is requesting to amend the approved plan for Planned Development District #1, Parcel Number 8-40-101.001 to allow a self-storage facility. PDD #1 was created in 1966 by the City Council with the allowed uses being a motel, commercial/restaurant, shopping plaza, apartment buildings, and gasoline service station. As part of the approval, a preliminary site plan was submitted for the PDD which established the overall layout for the site in 1966. The plan is a master plan for development on the site, and future construction must follow that plan. Over the past 58 years, there have been numerous amendments to the original proposal. As of today, there is no motel, fewer apartment buildings than originally proposed, a convenience store and self-service gas station, restaurant, and a Home Depot retail location.

PDD's, unlike other zoning districts, are based upon a site plan, which allows the entire site to be designed as a unit. The applicant has submitted a conceptual site plan depicting the layout of the proposed self-storage facility. Included in the conceptual site plan are three (3) new structures that will consist of forty-two (42) 10'x 10' and eleven (11) 10'x 20' storage units, a bioretention area, and a landscaping buffer around the entirety of the site.

The conceptual site plan depicts one (1) concrete ingress and egress driveway along College Heights, parking setbacks, and 20-25 foot asphalt driving isles to maneuver cars around the site. At this time, there is no proposed signage, lighting, fencing, or indication that there will be any dedicated parking areas

Since the proposed use is not part of the approved plan for the PDD, adding it requires an amendment to PDD #1. Amending a PDD requires Planning Commission review and City Council approval. If the City Council adopts the amendment to PDD #1, the applicant must then obtain final site plan approval.

**Existing Conditions:** Presently, the 0.81-acre parcel is vacant. The parcel is made up of grass and brush that is mowed once every few years. Additionally, as shown in the conceptual site plan, the margin along College Heights is made up of crushed stone.

The applicant has also submitted the deed in the application that provides the meets and bounds description of the parcel.

For reference, the following uses surround VL College Heights:

1. North: Fuel/Convenience Station and Accessory Drive-through for the Dunkin that is housed within the convenience store.
2. East: Ontario Village Apartments.
3. South: College Heights Apartments.
4. Southwest (across the street): Retail, general and Service, Home Depot.
5. West (across the street): Restaurant, Cracker Barrel.

**Future Plans:** As mentioned above, the applicant proposes to construct a self-storage facility that will include three (3) structures that will consist of forty-two (42) 10'x 10' and eleven (11) 10'x 20' storage units. On the conceptual plan, the applicant has provided parking setbacks, landscape buffer measurements, one (1) concrete ingress and egress driveway along College Heights, and a bioretention area on the parcel.

This proposed development will also require Site Plan Approval once the PDD has been amended to allow for construction of the new facility. The site plan application will require more details that can be found in Section 310-106 Site Plan Review Submission Procedures of the Zoning Ordinance. Additionally, Section 310-83 Landscape and Buffer Requirements of the Zoning Ordinance provides a list of requirements for a landscape plan that must be followed as part of every site plan.

Additionally, the site plan must be consistent with the City's adopted Complete Streets Policy, which applies to all private development proposals. At present there is a notable gap in the City's sidewalk network that leaves the College Heights apartment complex cut off from the rest of the network. Residents must walk in the road just to access the convenience store and the Dunkin at the corner of College Heights and Coffeen Street. Any development approval on the site should include sidewalks to achieve consistency with the Complete Streets Policy.

Issues of concern from review of the conceptual Site Plan that must be discussed and presented during Site Plan approval include the following:

1. A topographic survey, grading and drainage plan must be provided.
2. A stormwater analysis should be completed.

3. Subsurface investigations should occur including percolation rates and subsurface conditions.
4. When a formal Site Plan application is submitted, please clearly label any existing and proposed fire hydrants.
5. All items required for site plan approval must be submitted with the final plan.

**Zoning and the Comprehensive Plan:** The City's adopted Comprehensive Plan recommends the future land use character of this general area as Interstate Commercial due to its location along interstate 81, the general area is intended to cater to travelers and the local population with the opportunity to build additional pedestrian and bicycle infrastructure.

The plan envisions these areas as follows:

*"The land area located just east and along Interstate 81 contains large lots with most of Watertown's big box retailers, hotels, and chain restaurants that are typically found along Interstates. As a key stop along I-81, the desire is to continue these types of uses to cater to the regional population, travelers, and the local population. As this area continues to be built-out, pedestrian and bicycle infrastructure should be integrated as both an amenity to the traveler staying in Watertown and to connect to the adjacent high-density residential apartment buildings. While franchise architecture will be allowed, site design and sign standards will combine to create an orderly pattern."*

The proposed self-storage facility will be all new construction from the structures to the road surface. The addition of the self-storage facility will cater to the local population as there are multiple apartment complexes that are either adjacent to or nearby that will be able to use the self-storage unit. Additionally, Jefferson Community College is also nearby, providing students that live in the dorms a place for self-storage, therefore this addition is consistent with the Future Land Use Plan.

With that said, the self-storage unit will not cater to the travelers as they will only be using this area for the other amenities that are provided in PDD #1 such as the gas station and restaurants.

As stated above, the applicant should provide, at minimum, sidewalks to provide a safe way for pedestrians to navigate the site.

**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.

cc: City Council Members

Thomas Compo, P.E., City Engineer

Meredith Griffin, Civil Engineer II

Shawn Thomas, Washington Street Properties, 215 Washington Street, Watertown, NY, 13601

Matthew R. Morgia, P.E., Aubertine and Currier, Architects, Engineers and Land Surveyors, PLLC, 522 Bradley Street, Watertown, NY 13601

Site Photos:



The photo above was taken from across the street of College Heights on the western side of the parcel.

The photo below was taken from the south end of the parcel





The photo below was taken from the north end of the parcel.



July 16, 2024

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

Re: **Zone Change Application  
Proposes Self-Storage Units  
Washington Street Properties (A&C Project #2024-058)  
College Heights, Watertown, NY, 13601**

Dear Mr. Lumbis:

Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC on behalf of Washington Street Properties is requesting to be included on the agenda for the August 6th City of Watertown Planning Commission meeting for a Zone Change Request to add self-storage facilities as an allowable use in Planned Development District 1 (PDD-1).

The proposed zone change is required to allow the owner to construct a self-storage facility on Tax Parcel 8-40-101.001. The 0.81-acre parcel is located within PDD-1 with a commercial underlying zoning district. The vacant parcel contains grass and brush vegetation that is periodically mowed every few years. PDD-1 was established in 1966 with five (5) permitted uses, motel, commercial/restaurant, shopping plaza, apartment buildings, and gasoline service station. Our understanding PDD-1 has been amended eleven (11) times over the years to allow uses/projects such as construction of Home Depot, revising multi-family designated area to commercial, and installation of advertising structures. A self-storage facility seemingly fits the character of the neighborhood as the storage facilities could be utilized by tenants of the apartment buildings immediately adjacent to the south and east, or by Jefferson Community College students.

Included with this submission is a cover letter, Short SEQR Environmental Assessment Form, property deed, GIS Zoning map, Tax Map with the parcel highlighted, and Conceptual Site Plan.

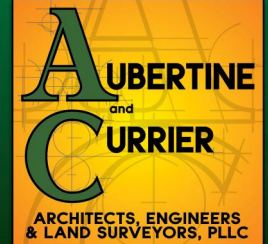
If approvals of this zone change are granted, the applicant will proceed with site plan design and a site plan application to the City. If there are any questions, please feel free to contact our office at your earliest convenience.

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



Matthew R. Morgia, P.E.  
Civil Engineer

Cc: Shawn Thomas – Washington Street Properties



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

[aubertinecurrier.com](http://aubertinecurrier.com)

522 Bradley Street  
Watertown, New York 13601

Phone: 315.782.2005  
Fax: 315.782.1472

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

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

Matthew R. Morgia, P.E.  
Civil Engineer

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

Brian M. Krueger, AIA.,  
Architect

Jonathan D. Boomhower, P.L.S.  
Land Surveyor



# Short Environmental Assessment Form

## Part 1 - Project Information

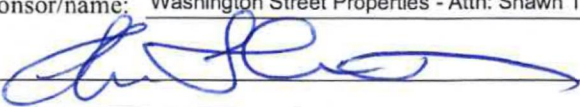
### Instructions for Completing

**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:<br>PDD #1 Zone Change to allow Self-Storage Facility   |  |   |  |
| Project Location (describe, and attach a location map):<br>Tax Parcel 8-40-101.001 VL College Heights, City of Watertown, NY  |  |   |  |
| Brief Description of Proposed Action:<br>The action is a Zone Change Request to add self-storage facilities as an allowable use in City of Watertown's Planned Development District 1 (PDD-1). proposed zone change is required to allow the owner to construct a self-storage facility on Tax Parcel 8-40-101.001. The parcel is located within PDD-1 with a commercial underlying zoning district. A self-storage facility seemingly fits the character of the neighborhood as the storage facilities could be utilized by tenants of the apartment buildings immediately adjacent to the south and east, or by Jefferson Community College students. |  |   |  |
| Name of Applicant or Sponsor:<br>Washington Street Properties - Attn: Shawn Thomas, CEO   |  | Telephone: (315) 405-8161<br>E-Mail: sthomas@washingtonstreetproperties.com |  |
| Address:<br>215 Washington Street   |  |   |  |
| City/PO:<br>Watertown   |  | State:<br>New York  | Zip Code:<br>13601                         |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?<br>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<br><input type="checkbox"/>  | YES<br><input checked="" type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency?<br>If Yes, list agency(s) name and permit or approval: City of Watertown - City Council   |  | NO<br><input type="checkbox"/>  | YES<br><input checked="" type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? _____ 0 acres<br>b. Total acreage to be physically disturbed? _____ 0.81 acres<br>c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 2.49 acres   |  |   |  |
| 4. Check all land uses that occur on, are adjoining or near the proposed action:<br>5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)<br><input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):<br><input type="checkbox"/> Parkland   |  |   |  |

|  |                                     |                                     |                          |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 5. Is the proposed action,   | NO                                  | YES                                 | N/A                      |
| a. A permitted use under the zoning regulations?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?  | NO                                  | YES                                 |                          |
|  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?   | NO                                  | YES                                 |                          |
| If Yes, identify: _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels?   | NO                                  | YES                                 |                          |
|  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| b. Are public transportation services available at or near the site of the proposed action?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 9. Does the proposed action meet or exceed the state energy code requirements?   | NO                                  | YES                                 |                          |
| If the proposed action will exceed requirements, describe design features and technologies:<br>_____<br>_____  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 10. Will the proposed action connect to an existing public/private water supply?   | NO                                  | YES                                 |                          |
| If No, describe method for providing potable water: _____<br>_____   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 11. Will the proposed action connect to existing wastewater utilities?   | NO                                  | YES                                 |                          |
| If No, describe method for providing wastewater treatment: _____<br>_____  | <input checked="" 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? | NO                                  | YES                                 |                          |
|  | <input checked="" 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?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?   | NO                                  | YES                                 |                          |
|  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____<br>_____<br>_____   |                                     |                                     |                          |

|   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:<br><input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional<br><input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban   |                                     |                                     |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?<br>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?<br>If Yes, <div style="margin-left: 20px;">           a. Will storm water discharges flow to adjacent properties?           <div style="margin-left: 20px;">             b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?           </div> </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> | 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)?<br>If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>   | NO                                  | YES                                 |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>   | 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?<br>If Yes, describe: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>  | NO                                  | YES                                 |
|   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| The gas station located at 1279 Coffeen Street, at the intersection of College Heights and Coffeen Street, is an ongoing remediation site with an open spill. Site Code: V00034.  |                                     |                                     |
| <b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b><br><br>Applicant/sponsor/name: Washington Street Properties - Attn: Shawn Thomas      Date: _____<br>Signature:  Title: CEO  |                                     |                                     |



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

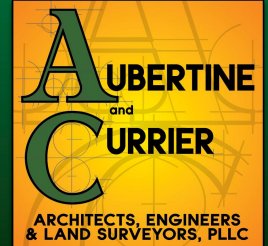


|   |  |
|---|--|
| Part 1 / Question 7 [Critical Environmental Area]   | No   |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | No   |
| Part 1 / Question 12b [Archeological Sites]   | Yes  |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]                               | 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]   | Yes  |

## **SHORT EAF SUMMARY REPORT:**

Questions 12b, 15, and 20 are answered automatically by the EAF mapper based upon limited digital mapping information that is available.

- Questions 12b, Archeological Sites, is answered yes as the project site is located in or adjacent to an area designated as sensitive for archaeological sites. A submission has been made to SHPO via the CRIS online portal requesting further information.
- Question 15, Threatened or Endangered Species, is answered yes due to the listed presence of the Indiana Bat and Northern Long-Eared Bat near the project site as listed on the NYS DEC environmental mapper database. A letter has been sent to the DEC requesting further information.
- Question 20, Remediation Sites, is answered yes due to the project site being located within 2,000' of NYSDEC Remediation Site 6391 Coffeen Street - Alaskan Oil (Site Code: V00034). Per the NYSDEC Environmental Site Remediation Database...  
“The Alaskan Oil site is currently an active gas station/convenience store which is located at 6391 Coffeen Street in the City of Watertown, Jefferson County. The location is predominantly made up of commercial properties. No subsurface investigations have been performed at this site. This site will need further evaluation prior to consideration for release. The VCA was terminated on September 15, 2007. As of that date, remedial work at the site reverted to the spill response program and is being managed under Spill Number 10-12454.”



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

**[aubertinecurrier.com](http://aubertinecurrier.com)**

522 Bradley Street  
Watertown, New York 13601

**Phone:** 315.782.2005

**Fax:** 315.782.1472

**Managing Partner**

Annette M. Mason, P.E.  
Structural Engineer

**Partners**

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

Matthew R. Morgia, P.E.  
Civil Engineer

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

Brian M. Krueger, AIA.,  
Architect

Jonathan D. Boomhower, P.L.S.  
Land Surveyor





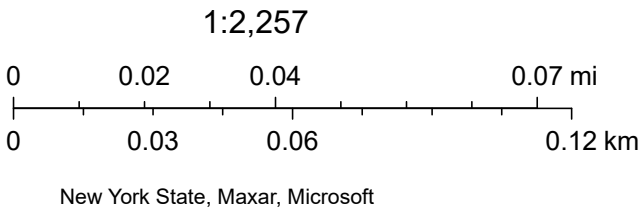


# College Heights Storage Units



7/12/2024, 2:38:35 PM

- Address Points
- Parcels
- City Boundary
- ROADS





| PLANNING DATA  |          |                                 |
|--|----------|---------------------------------|
| ZONING: COMMERCIAL - PLANNED DEVELOPMENT DISTRICT #1<br>USE: SELF-STORAGE FACILITY |          |                                 |
| ITEM   | REQUIRED | PROPOSED                        |
| MIN. LOT AREA  | N/A      | 33,900 SQ. FT.<br>(±0.78 ACRES) |
| FRONTAGE   | 50' MIN. | 232.5'                          |
| FRONT SETBACK  | 10' MIN. | ±46'                            |
| REAR YARD SETBACK  | 10' MIN. | ±24'                            |
| SIDE YARD SETBACK  | 5' MIN.  | ±16'                            |
| PARKING SETBACK  | 20' MIN. | 20'                             |
| LOT COVERAGE   | 70% MAX. | 58%                             |

[illegible]

|   |            |
|---|------------|
|  <p>AUBERTINE<br/>and<br/>CURRIER</p> <p>ARCHITECTS, ENGINEERS<br/>&amp; LAND SURVEYORS, PLLC</p>  |            |
| NYS WBE/DBE Certified<br>SBA Woman Owned<br>Small Business (WOSB)   |            |
| aubertinecurrier.com  |            |
| 522 Bradley Street<br>Watertown, New York 13601<br>Phone: (315)782-2005   |            |
| <p>The above Architect, Engineer or Land Surveyor states that to the best of his or her knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of New York State. It is a violation of New York State Law for any person, unless acting under the direct supervision of a Registered Architect, Licensed Professional Engineer or Licensed Land Surveyor to alter this document in any way. If altered, such licensee shall affix his or her seal and the notification "altered by" followed by his or signature, date and a specific description of the alteration.</p> <p>© COPYRIGHT 2024<br/>AUBERTINE and CURRIER ARCHITECTS, ENGINEERS &amp;<br/>LAND SURVEYORS, PLLC</p> |            |
|   |            |
|   |            |
| COLLEGE HEIGHTS STORAGE UNITS<br>WASHINGTON STREET PROPERTIES<br><br>TAX PARCEL 8-40-101.001<br><br>COLLEGE HEIGHTS, CITY OF WATERTOWN<br>JEFFERSON COUNTY, STATE OF NEW YORK   |            |
| PROJECT NO:   | 2024-058   |
| SCALE:  | 1"=20'     |
| DRAWN BY:   | CWT        |
| CHECKED BY:   | MRM        |
| ISSUE DATES:  | 06/11/2024 |
| CONCEPTUAL SITE PLAN #3   |            |
| C-103   |            |





JEFFERSON COUNTY - STATE OF NEW YORK  
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK  
175 ARSENAL STREET  
WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2022-00011455

Receipt#: 2022017459  
Clerk: AF  
Rec Date: 06/29/2022 03:32:17 PM  
Doc Grp: DEE  
Descrip: DEED  
Num Pgs: 5  
Rec'd Frm: FITCH TITLE AGENCY, INC

Party1: PJB 1 LLC  
Party2: NORTH COUNTRY APARTMENTS LLC  
Town: WATERTOWN-CITY OF  
8-40-101.001

Recording:

|                           |        |
|---------------------------|--------|
| Cover Page                | 5.00   |
| Recording Fee             | 40.00  |
| Cultural Ed               | 14.25  |
| Records Management - Coun | 1.00   |
| Records Management - Stat | 4.75   |
| TP584                     | 5.00   |
| RP5217 All others - State | 241.00 |
| RP5217 - County           | 9.00   |

Sub Total: 320.00

Transfer Tax  
Transfer Tax - State 308.00

Sub Total: 308.00

Total: 628.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 4319  
Transfer Tax  
Consideration: 77000.00

Transfer Tax - State 308.00

Total: 308.00

WARNING\*\*\*

\*\*\*Information may change  
during the verification process  
and may not be reflected on this  
page

Record and Return To:

FITCH TITLE AGENCY, INC  
320 MONTGOMERY ST APT 11  
SYRACUSE, NY 13202

Gizelle J. Meeks  
Jefferson County Clerk

**WARRANTY DEED  
WITH LIEN COVENANT**

**THIS INDENTURE**, made the 10<sup>th</sup> day of June, 2022 between  
**PJB 1, LLC**, with offices located at 23590 Iroquois Island Shore Rd., Alexandria Bay, NY 13607,  
**GRANTOR**,

and

**NORTH COUNTRY APARTMENTS, LLC**, with offices located at 215 Washington Street, Suite  
001, Watertown, NY 13601, **GRANTEE**,

**WITNESSETH**, that the Grantor, in consideration of One Dollar and other valuable consideration paid  
by the Grantee, does hereby grant and release unto the Grantee, their heirs, successors and assigns.

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Watertown, Town of Watertown,  
County of Jefferson and State of New York...

SEE SCHEDULE A ATTACHED

**BEING THE SAME** premises as conveyed by **ROUTE 57 DEVELOPMENT, LLC** to Grantor, by  
Warranty Deed dated **October 16, 2020** and recorded in the office of the Jefferson County Clerk on **November  
19, 2020** in Instrument No. **2020-00015135**

**TOGETHER WITH AND SUBJECT** to all easements, covenants and restrictions of record, if any.

**TO HAVE AND TO HOLD** the premises herein granted unto Grantee, their heirs or successors and  
assigns forever.

**AND** the Grantor covenants as follows: that Grantor is seized of the said premises in fee simple and has  
good right to convey the same; that the Grantee shall quietly enjoy the said premises; that the said premises are  
free from encumbrances, except as aforesaid; that the Grantor will execute or procure any further necessary  
assurance of the title to said premises; and that the Grantor will forever warrant title to said premises.

**AND** the Grantor, in compliance with Section 13 of the Lien law, covenants that the Grantor will  
receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund  
to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the  
payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the 10<sup>th</sup> day of June 2022.

IN PRESENCE OF:

PJB 1, LLC

By:

Perrin James Barnett  
FERRIN JAMES BARNETT

State of New York )  
County of St. Lawrence )ss:

On the 10<sup>th</sup> day of June in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Perrin James Barnett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patti J. Belknap  
Notary Public





## SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Watertown, Town of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point in the new southerly margin of Coffeen Street. Said point bears N 60 degrees 47' W along said new margin 41 +/- feet from a concrete monument set at the easterly end of a triangular Parcel #312-(39 x 491') acquired from Walter O. Bauer and Marion S. Bauer along with Parcel #3211 by the State of New York for construction of interstate Route #5 and Route #81. Thence at 90 degrees with the original southerly margin of Coffeen Street - The centerline of which was monumented by the Department of Engineering of the City of Watertown, New York - and running S 33 degrees - 45' W 200 feet to a point; thence south 16 degrees 20' west 215 +/- feet to a point in a line parallel with the southerly margin of Coffeen Street and 400 feet with the southerly margin of Coffeen Street and 400 feet southerly therefrom 144 +/- feet to a point, thence south 24 degrees west 617 +/- feet to a point; thence turning 90 degrees to the right and running north 66 degrees west 476 +/- feet to a point; thence south 33 degrees 45' west 20 +/- feet to an iron pipe driven into the ground; thence turning 90 degrees to the right and running N 56 degrees 15' W 619 feet to an iron pipe driven into the ground in the easterly right of way line of Route 81 as now monumented and fenced; thence northeasterly along a curve with a radius of 6850 feet - for a distance of 352.6 +/- feet to a concrete monument set in the said easterly right of way Line at a point where the easterly line of was conveyed to Walter O. Bauer and Marion S. Bauer by Warranty Deed dated November 1st, 1962 and recorded in the Jefferson County Clerk's Office November 8<sup>th</sup>, 1962 in Liber 729 of Deeds at page 417, intersects said curve. This concrete monument is the most southerly corner of Parcel #311; thence continuing along said curve with a radius of 6850 feet an additional 226.5 feet to a concrete monument at the north end of the curve; thence N 64 degrees 01' E 580.4 feet to a concrete monument in the new south margin of Coffeen Street, thence S 60 degrees 47' E along said new south margin of Coffeen Street 450.0 feet to the point of beginning.

Excepting therefrom premises conveyed to Community College Garden Apartments, Inc., by deed recorded July 8, 1966 in Liber 786 page 140.

Further excepting premises conveyed to The City of Watertown, by deed recorded January 25, 1967 in Liber 794 page 502.

Further excepting lands appropriated by The People of the State of New York by Notice of Appropriation recorded January 5, 1971 in Liber 826 page 567.

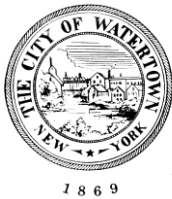
Further excepting premises conveyed to Humble oil & Refining Company by deed recorded November 10, 1971 in Liber 833 page 189.

Further excepting premises conveyed to Toped Development LLC by deed recorded May 6, 1996 in Liber 1507 page 320, and by deed recorded May 6, 1996 in Liber 1507 page 325.

THE PREMISES ABOVE ARE MORE MODERNLY DESCRIBED AS FOLLOWS:

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 a point in the east margin of College Heights at the southwest corner of land conveyed to PEMM, LLC (Instrument 2013-00005469), said point being North 71 degrees 32 minutes 08 seconds West, 0.40 feet from a 5/8 inch rebar with red plastic cap set; and runs thence from the point of beginning, South 71 degrees 32 minutes 08 seconds East, 193.67 feet along the south line of said land of PEMM, LLC and passing through said rebar to an existing iron pipe at the southeast corner of said land, said iron pipe being in the west line of land conveyed to Ontario Apartments, LLC (Instrument 2003-00015985); thence along said west line the two following courses and distances: 1) South 24 degrees 03 minutes 13 seconds West, 24.60 feet to an existing rebar; 2) South 00 degrees 27 minutes 23 seconds West, 115.41 feet to an existing iron pipe at a corner of land conveyed to Jefferson Heights, LLC (Instrument 2011-00013333) on the south; thence South 82 degrees 46 minutes 28 seconds West, 176.67 feet along the land of Jefferson Heights, LLC on the south to a point in the east margin of College Heights, said point being North 82 degrees 46 minutes 28 seconds East, 2.49 feet from an existing iron pipe; thence along the east margin of College Heights the three following courses and distances: 1) North 06 degrees 53 minutes 04 seconds West, 124.56 feet to a 5/8 inch rebar with red plastic cap set; 2) in a northerly direction along a curve to the right with a radius of 165.72 feet an arc distance of 85.34 feet to a 5/8 inch rebar with red plastic cap set that is North 07 degrees 51 minutes 46 seconds East, 84.40 feet from the last mentioned rebar set; 3) North 22 degrees 36 minutes 56 seconds East, 15.34 feet to the point of beginning.



**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 AUGUST 6, 2024  
PLANNING COMMISSION MEETING MINUTES**

**ZONE CHANGE APPROVAL – VL COLLEGE HEIGHTS  
PARCEL NUMBER 8-40-101.001**

The Planning Commission then considered a request for a Zone Change submitted by Matthew R. Morgia of Aubertine and Currier, on behalf of Washington Street Properties to amend the approved plan for Planned Development District #1 to develop vacant land and allow a self-storage facility use at VL College Heights, Parcel Number 8-40-101.001.

Matthew R. Morgia approached the stand and gave a quick overview of the project. Mr. Morgia pointed out the surrounding uses and streets that surround VL College Heights. Mr. Morgia then stated that the parcel is located within a Planned Development District (PDD) and after some conversation with the Planning and Community Development Department, Staff recommended that the applicant apply for a Zone Change to allow a self-storage facility in PD #1.

Mr. Morgia then said that PDD #1 is the oldest PDD in the City of Watertown and there have been multiple amendments to the original PDD over the years.

Mr. Morgia then explained that he created a conceptual site plan to accompany the application with the general configuration shown if the Zone Change is approved.

Mr. Monaco pointed out all the overgrowth of shrubs on the parcel and noted that he believes the last time that parcel was trimmed down was by the previous owner a few years ago.

Ms. Fields then referred to Staff's Memorandum that states that Staff will review the application for consistency with the City's adopted Complete Streets Policy during the Site Plan Approval process, particularly as it relates to the need to include sidewalks in a site plan to eliminate a prominent gap in the City sidewalk network.

Mr. Morgia noted that he interpreted the comment as a requirement that he would need to address during the Site Plan Approval process. Geoff Urda clarified that the sidewalk comment in the staff memo was meant to give the applicant insight on what would be required in the final Site Plan during Site Plan Review. Mr. Urda noted that a Zone Change cannot have any conditions of approval and that the Zone Change is the classification of the action, but what the Commission is doing is amending PDD #1 to allow self-storage facility as a use in the district.

Mr. Urda stated that the inclusion of sidewalks to the site would comply with the City's Complete Streets Policy that applies to private development but would not need to be discussed at tonight's Planning Commission meeting.

Mr. Monaco asked if the applicant would need to provide a sidewalk to Coffeen Street and stated that the City had the right to cite a property owner and make them install a sidewalk. Mr. Urda replied that the way that the policy is written as public and private development shall consider all modes but stated that he did not want to get into discussion of the addition of sidewalks tonight because the Planning Commission is only reviewing the application for a PDD amendment to allow a new use.

Mr. Urda noted that staff has identified the area as a prominent sidewalk gap as there are sidewalks on Coffeen Street and noted that the apartments adjacent and nearby generate a fair number of pedestrian trips to the convince store.

Mr. Morgia acknowledged that there is not currently a sidewalk in front of the facility.

Ms. Capone stated that the pertinent piece to this application is that the proposed use is consistent with the City's Comprehensive Plan and pointed out that the use is not applicable to travelers but fits in with the characteristics of the Commercial nature of the area.

Mr. Urda noted that while there is only one Commercial zoning district in the City, the Comprehensive Plan draws a distinction between regular Commercial and Interstate Commercial. Mr. Urda continued and said that larger footprint Commercial uses such as the self-storage facility fits in with what the plan calls the Interstate Commercial, which is on the western edge of the City that bounds I-81.

Ms. Capone asked if any of the Planning Commission members had any other questions.

Hearing no comments, Ms. Fields then made a motion recommending that City Council approve the Zone Change request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier PLLC, on behalf of Washington Street Properties to amend the approved plan Planned Development District #1 to develop vacant land and allow a self-storage facility, located at VL College Heights, Parcel Number 8-40-101.001.

Maryellen Blevins seconded the motion, all voted in favor.

Mr. Urda stated that the timeline will work out in the applicants' favor, as the City Council meeting will take place on September 3, 2024, due to Monday, September 2, 2024, being a public holiday. Mr. Urda noted that at the August 19, 2024, City Council meeting, the City Council should set a public hearing for September 3, 2024, at which point City Council could act on the Zone Change.

Mr. Urda then asked the Planning Commission members what date would work best for the September Planning Commission meeting due to the City Council needing Council Chambers the same time and day of the next regularly scheduled Planning Commission meeting.

All the Planning Commission Members agreed that September 10, 2024, was their preferred date. Mr. Morgia noted that he did not have a preference as he did not know if the applicant would have a Site Plan ready for review for the September Planning Commission meeting. Mr. Urda stated that September 10, 2024, would be the tentative date for the next Planning Commission meeting.

August 12, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – July 2024

Sales tax revenue was down \$209,750 or 8.91% compared to last July. In comparison to the original budget projection for the month, sales tax was down \$209,750 or 8.91%.

|           | <u>Actual 2021-22</u> | <u>Actual 2022-23</u> | <u>Actual 2023-24</u>              | <u>Actual 2024-25</u> | <u>Variance</u>     | <u>Monthly %<br/>Inc/(Dec)to Prior<br/>Year</u> | <u>Quarterly %<br/>Inc/(Dec)to<br/>Prior Year</u> |
|-----------|-----------------------|-----------------------|------------------------------------|-----------------------|---------------------|---|---|
| July      | \$ 1,948,809          | \$ 2,035,333          | \$ 2,353,567                       | \$ 2,143,817          | \$ (209,750)        | (8.91%)   |   |
| August    | \$ 1,888,806          | \$ 2,008,482          | \$ 2,186,214                       | \$                    | \$                  | %   |   |
| September | \$ 2,725,797          | \$ 2,757,376          | \$ 2,490,458                       | \$                    | \$                  | %   | %   |
| October   | \$ 1,678,723          | \$ 1,847,562          | \$ 1,907,106                       | \$                    | \$                  | %   |   |
| November  | \$ 1,643,509          | \$ 1,818,188          | \$ 1,904,366                       | \$                    | \$                  | %   |   |
| December  | \$ 2,374,453          | \$ 2,232,223          | \$ 2,223,964                       | \$                    | \$                  | %   | %   |
| January   | \$ 1,649,030          | \$ 1,849,036          | \$ 1,851,962                       | \$                    | \$                  | %   |   |
| February  | \$ 1,429,187          | \$ 1,643,774          | \$ 1,645,921                       | \$                    | \$                  | %   |   |
| March     | \$ 2,253,672          | \$ 2,041,305          | \$ 1,899,459                       | \$                    | \$                  | %   | %   |
| April     | \$ 2,064,386          | \$ 1,888,370          | \$ 1,908,041                       | \$                    | \$                  | %   |   |
| May       | \$ 2,023,137          | \$ 1,835,982          | \$ 1,970,375                       | \$                    | \$                  | %   |   |
| June      | <u>\$ 1,949,070</u>   | <u>\$ 2,566,086</u>   | <u>\$ 2,542,299</u>                | <u>\$ -</u>           | <u>\$ -</u>         | <u>%</u>  | <u>%</u>  |
| YTD       | <u>\$23,628,579</u>   | <u>\$ 24,614,716</u>  | <u>\$ 24,883,732</u>               | <u>\$ 2,143,817</u>   | <u>\$ (209,750)</u> | <u>(8.91%)</u>                                  |   |
|           |                       |                       | <u>Original Budget<br/>2024-25</u> | <u>Actual 2024-25</u> | <u>Variance</u>     | <u>%</u>  | <u>%</u>  |
| July      |                       |                       | \$ 2,353,567                       | \$ 2,143,817          | \$ (209,750)        | (8.91%)   |   |
| August    |                       |                       | \$ 2,186,214                       | \$                    | \$                  | %   |   |
| September |                       |                       | \$ 2,490,458                       | \$                    | \$                  | %   | %   |
| October   |                       |                       | \$ 1,907,106                       | \$                    | \$                  | %   |   |
| November  |                       |                       | \$ 1,904,366                       | \$                    | \$                  | %   |   |
| December  |                       |                       | \$ 2,223,964                       | \$                    | \$                  | %   | %   |
| January   |                       |                       | \$ 1,851,962                       | \$                    | \$                  | %   |   |
| February  |                       |                       | \$ 1,645,921                       | \$                    | \$                  | %   |   |
| March     |                       |                       | \$ 1,887,341                       | \$                    | \$                  | %   | %   |
| April     |                       |                       | \$ 1,831,719                       | \$                    | \$                  | %   |   |
| May       |                       |                       | \$ 1,780,903                       | \$                    | \$                  | %   |   |
| June      |                       |                       | <u>\$ 2,491,479</u>                | <u>\$ -</u>           | <u>\$ -</u>         | <u>%</u>  | <u>%</u>  |
| YTD       |                       |                       | <u>\$ 24,555,000</u>               | <u>\$ 2,143,817</u>   | <u>\$ (209,750)</u> | <u>(8.91%)</u>                                  |   |



August 13, 2024

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – July 2024

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last July, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$412,470 or 108.29%. In comparison to the budget projection for the month, revenue was up \$491,546 or 162.87%.

|           | <u>Actual</u><br><u>2021-22</u> | <u>Actual</u><br><u>2022-23</u> | <u>Actual</u><br><u>2023-24</u> | <u>Actual</u><br><u>2024-25</u> | <u>Variance</u>   | <u>%</u><br><u>Inc/(Dec)to</u><br><u>Prior Year</u> |
|-----------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------|---|
| July      | \$ 673,456                      | \$ 165,435                      | \$ 380,883                      | \$ 793,352                      | \$ 412,470        | 108.29%   |
| August    | \$ 612,155                      | \$ 157,460                      | \$ 26,670                       | \$                              | \$                | %   |
| September | \$ 307,692                      | \$ 442,559                      | \$ 181                          | \$                              | \$                | %   |
| October   | \$ 523,734                      | \$ 216,702                      | \$ 184,779                      | \$                              | \$                | %   |
| November  | \$ 731,273                      | \$ 373,674                      | \$ 682,240                      | \$                              | \$                | %   |
| December  | \$ 702,586                      | \$ 533,542                      | \$ 826,789                      | \$                              | \$                | %   |
| January   | \$ 293,374                      | \$ 522,759                      | \$ 533,340                      | \$                              | \$                | %   |
| February  | \$ 246,124                      | \$ 477,279                      | \$ 626,162                      | \$                              | \$                | %   |
| March     | \$ 661,611                      | \$ 612,321                      | \$ 923,928                      | \$                              | \$                | %   |
| April     | \$ 897,945                      | \$ 872,321                      | \$ 785,870                      | \$                              | \$                | %   |
| May       | \$ 539,059                      | \$ 471,237                      | \$ 446,726                      | \$                              | \$                | %   |
| June      | \$ 418,974                      | \$ 234,979                      | \$ 377,657                      | \$ -                            | \$ -              | -%  |
| YTD       | <u>\$6,604,983</u>              | <u>\$5,080,268</u>              | <u>\$5,795,225</u>              | <u>\$ 793,352</u>               | <u>\$ 412,470</u> | <u>108.29%</u>                                      |

|           | <u>Original</u><br><u>Budget</u><br><u>2024-25</u> | <u>Actual</u><br><u>2024-25</u> | <u>Variance</u>   | <u>%</u>       | <u>Power</u><br><u>Purchased</u><br><u>from</u><br><u>National</u><br><u>Grid</u> |
|-----------|--|---------------------------------|-------------------|----------------|---|
| July      | \$ 301,806   | \$ 793,352                      | \$ 491,546        | 162.87%        | \$ -  |
| August    | \$ 169,037   | \$                              | \$                | %              | \$ -  |
| September | \$ 107,405   | \$                              | \$                | %              | \$ -  |
| October   | \$ 417,778   | \$                              | \$                | %              | \$ -  |
| November  | \$ 679,078   | \$                              | \$                | %              | \$ -  |
| December  | \$ 509,487   | \$                              | \$                | %              | \$ -  |
| January   | \$ 416,033   | \$                              | \$                | %              | \$ -  |
| February  | \$ 325,869   | \$                              | \$                | %              | \$ -  |
| March     | \$ 575,078   | \$                              | \$                | %              | \$ -  |
| April     | \$ 868,118   | \$                              | \$                | %              | \$ -  |
| May       | \$ 626,173   | \$                              | \$                | %              | \$ -  |
| June      | <u>\$ 379,138</u>                                  | <u>\$ -</u>                     | <u>\$ -</u>       | <u>- %</u>     | <u>\$ -</u>   |
| YTD       | <u>\$5,375,000</u>                                 | <u>\$ 793,352</u>               | <u>\$ 491,546</u> | <u>162.87%</u> | <u>\$ -</u>   |

## Staff Report

August 13, 2024

To: The Honorable Mayor and City Council

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

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

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The first public hearing, typically held in March, is conducted as we prepare to write our Annual Action Plan.

A second public hearing must be held in September, after the conclusion of our program year on June 30, to allow the public to comment on the City's annual performance. The September public hearing coincides with the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). Federal regulations require that the City submit the CAPER within 90 days of the close of the program year, which is September 28. A draft of the CAPER has to be available for public review at least fifteen days prior to the scheduled public hearing. Staff plans to complete a draft of the CAPER by August 30, 2024.

In order to meet the public hearing requirement and comply with the time frames noted above, I am requesting that the City Council schedule a public hearing to hear public comments on the City's Community Development Block Grant Consolidated Annual Performance and Evaluation Report at **7:15 p.m. on Monday, September 16, 2024.**

## Staff Report

August 13, 2024

To: The Honorable Mayor and City Council

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

Subject: Zoning Ordinance Amendment

On February 21, 2023, the City Council adopted a new Zoning Ordinance for the City of Watertown, the City's first new Zoning Ordinance since 1959. This ensued from the Council's adoption of the City's first Comprehensive Plan on December 2, 2019 and culminated almost five years of work on the comprehensive planning and zoning rewrite processes.

Planning Staff, the Planning Commission and Zoning Board of Appeals have now worked with the new Zoning Ordinance for 18 months, and it is Staff's conclusion that while most of the new Ordinance is functioning as intended, there are certain sections of Code that would benefit from adjustments. The most prominent such sections involve building façade transparency and signage

With the City Council's concurrence, Planning Staff will initiate the process for amending the Zoning Ordinance, beginning with presenting a DRAFT Zoning Amendment to the Planning Commission for discussion and feedback at the Commission's September 10, 2024 meeting. Staff will work with the Planning Commission during the coming months to create a slate of recommended and necessary changes as part of a single amendment, that once complete, the Planning Commission will vote to recommend to City Council.

Staff previously discussed the potential for revising the Zoning Ordinance at the Commission's August 6, 2024 meeting following requests from Commission members in recent months. The Commission concurred that it would be appropriate to initiate these adjustments in the near future so that the Zoning Ordinance functions more efficiently and does not create undue barriers to desirable development.

Once the Planning Commission makes a recommendation, Staff will advance the final amendment to City Council in the form of an Ordinance and ask the Council to schedule a Public Hearing. At the conclusion of the Public Hearing, the City Council will be free to vote on the Zoning Ordinance Amendment. The estimated timeframe for completion is late fall/early winter.

August 13, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Board and Commission Appointments

Below is a listing of current vacancies on the City's Boards and Commissions for Council to review. Staff is seeking recommendations of community members who may be interested in serving in these positions. Any interested person should forward their letter of interest and resume to the City Manager's Office for further consideration.

| <b>Board or Commission</b> | <b>Appointed By</b> | <b>Term</b> | <b>Name of Member</b> | <b>Term Expires</b> |
|----------------------------|---------------------|-------------|-----------------------|---------------------|
| Board of Assessment Review | Council             | 5 years     | Vacant                | 09/30/2027          |
| Board of Assessment Review | Council             | 5 years     | Vacant                | 09/30/2028          |
| Board of Ethics            | Council             | 1 year      | Vacant                | 12/31/2024          |
| Planning Commission        | Mayor               | 7 years     | Vacant                | 06/30/2031          |