

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, April 7, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 7, 2025 at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PROCLAMATION

Fair Housing Proclamation

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- Resolution No. 1 - Authorizing the Display of the Israeli Flag at City Hall
- Resolution No. 2 - Approving the CDBG Grant Agreement with United Way of Northern New York for the 2024 Watertown City School District Food 4 Families Program
- Resolution No. 3 - Approving First Amendment to Lease Agreement, Jefferson County Agricultural Society
- Resolution No. 4 - Approving Intermunicipal Agreement for the Use of Recreational Facilities with Watertown City School District
- Resolution No. 5 - Approving the Professional Services Agreement with LaBella Associates, D.P.C., for Grant Writing Services
- Resolution No. 6 - Granting Permission to the Watertown Police Department to Install License Plate Reader Equipment Within the

Geographical Jurisdiction of the City of Watertown and the State of New York

- Resolution No. 7 - Accepting Bid for Turf Treatment Chemicals Fertilizer & Seed Products – Andre & Son, Inc
- Resolution No. 8 - Accepting Bid for Lift Stations Standby Generator Installation Project – Howell Enterprises, Inc. DBA Blackstone Electric
- Resolution No. 9 - Approval of Settlement for Payment of Property Taxes Owed by Dealmaker Dodge, LLC and Related Ratification of Assignment and Assumption
- Resolution No. 10 - Authorizing a Sanitary Sewer Backwater Valve Pilot Program in the Wester Outfall Sewer Basin
- Resolution No. 11 - Readopting Fiscal Year 2024-25 Sewer Fund and Capital Fund Budget - Western Outfall Trunk Sewer Backwater Valve Program
- Resolution No. 12 - Authorizing City of Watertown to Participate in the New York State Lead Rental Registry Program in Conjunction with Jefferson County

ORDINANCES

- Ordinance No. 1 - Changing the Approved Zoning Classification of a 0.65-acre Section of VL Roundhouse Drive, Parcel Number 9-43-101.211, from Industrial to Residential

LOCAL LAW

OLD BUSINESS

- Proposed Local Law No. 1 of 2025 – A Local Law Amending Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds

STAFF REPORTS

1. Consideration of the City of Watertown Flag Display Policy

NEW BUSINESS

EXECUTIVE SESSION

To discuss the employment history of a particular individual.

To discuss proposed, pending or current litigation.

ADJOURNMENT

WORK SESSION

Next Work Session is scheduled for Monday, April 14, 2025 at 7:00 p.m.

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
APRIL 21, 2025 AT 7:00 P.M .**

Res No. 1

April 7, 2025

To: The Honorable Mayor and City Council
From: Eric F. Wagenaar, City Manager
Subject: Authorizing the Display of the Israeli Flag at City Hall

On February 3, 2025, the City of Watertown's Flag Policy went into effect, establishing guidelines for the display of flags on City property. The policy allows the City Council to approve the requests for the temporary display of flags recognized by the United States on the flagpole in front of City Hall.

The City has received a request from Anita K. Seefried-Brown, on behalf of the Board of Directors of Congregation Degel Israel to hold a flag-raising ceremony on May 1, 2025, at 9:00 a.m. in front of City Hall in recognition of Israeli statehood.

A resolution is presented for City Council consideration to approve the request authorizing the display of the Israeli Flag at City Hall for 24 hours, beginning May 1, 2025.

RESOLUTION

Page 1 of 1

Authorizing the Display of the Israeli Flag at City Hall

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, the City of Watertown has adopted a Flag Policy, effective February 3, 2025, to govern the display of flags on City property, and

WHEREAS, on May 14, 1948, the State of Israel was established, marking a significant moment in world history and symbolizing the resilience, perseverance, and achievements of the Israeli people, and

WHEREAS, Congregation Degel Israel has requested that the City of Watertown honor this occasion by raising the Israeli Flag at City Hall, and

WHEREAS, in accordance with the Flag Policy, the City Council may authorize the temporary display of commemorative flags on the flagpole in front of City Hall, and

WHEREAS, the City Council recognizes and values the diverse cultural and historical contributions of communities within the City of Watertown, and

WHEREAS, the City Council desires to approve the request and authorize the display of the Israeli Flag for a period of 24 hours,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the display of the Israeli Flag in front of City Hall for 24 hours, commencing on May 1, 2025, to commemorate this historic event and celebrate the enduring relationship between the people of Watertown and the Israeli community, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is directed to ensure compliance with the City’s Flag Policy and coordinate the proper display of the flag.

Seconded by _____

Res. No. 2

April 7, 2025

To: The Honorable Mayor and City Council

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

Subject: Approving the CDBG Grant Agreement with United Way of Northern New York for the 2024 Watertown City School District Food 4 Families Program

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on May 20, 2024, included \$8,000 to pay for food and associated supplies in support of the Food 4 Families Program in the Watertown City School District. The food will be made available to low- and moderate-income families with children attending schools within the district.

An agreement between the City of Watertown and United Way of Northern New York, Inc. for the grant has been drafted and is attached. United Way will receive the funds and purchase food for the program from the Central New York Food Bank, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the CDBG Grant Agreement with United Way of Northern New York for the 2024 Watertown City School District Food 4 Families Program

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS, the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2024 includes support for the Food 4 Families Program in the Watertown City School District, and

WHEREAS, the Action Plan identifies the Food 4 Families activity to be \$8,000 in funding for food and associated supplies, and

WHEREAS, the recipient of funds for the Food 4 Families Program will be the United Way of Northern New York, Inc., and

WHEREAS, a Grant Agreement between the City of Watertown and United Way of Northern New York, Inc. for the CDBG funds has been drafted,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, Inc., for the Watertown City School District Food 4 Families Program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to United Way of Northern New York, Inc. for the 2024 Food 4 Families Program.

Seconded by

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2025, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-24-MC-36-0121 dated September 08, 2024.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Eight Thousand Dollars and 00/100 (\$8,000.00) Dollars (hereinafter referred to as the "***Grant Funds***") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies ("***Grant Purposes***") incurred by the Grantee in support of the Watertown City School District Food 4 Families program (the "***Project***").

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of

Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food and associated supplies.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Food 4 Families Program which will be made available to low- and moderate-income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a
501 (c)(3) Not-For-Profit Organization

By: Dawn Cole
Its: CEO

CITY OF WATERTOWN

By: Eric Wagenaar
Its: City Manager

Res No. 3

April 7, 2025

To: The Honorable Mayor and City Council

From: Scott Weller, Parks & Recreation Superintendent

Subject: Approving First Amendment to Lease Agreement, Jefferson Country
Agricultural Society

The original 30-year land lease agreement between the City of Watertown and the Jefferson County Agricultural Society is set to expire on July 31, 2025. The lease includes a 10-year renewal option under the same terms and conditions, which the Society has chosen to exercise. Attached is a resolution for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving First Amendment to Lease Agreement,
Jefferson County Agricultural Society

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by

WHEREAS, the Parties entered into a certain Lease Agreement – Land dated as of August 1, 1995 (the “Lease”), pursuant to which the City leases to the Society and the Society leases from the City certain real property and improvements located within the Alex T. Duffy Fairgrounds, as more particularly described in the Lease and herein (the “Premises”); and

WHEREAS, the Lease contemplated the construction of a building on the Premises which is now built; and

WHEREAS, the Lease is set to expire by its terms as of July 31, 2025; and

WHEREAS, in order to extend the Lease, the Society needed to have provided notice of its intent to exercise the option to extend the Lease by July 31, 2024; and

WHEREAS, pursuant to written notice dated April 15, 2024 and in accordance with Section I of the Lease, the Society exercised its option to extend the term of the Lease for an additional ten (10) year period; and

WHEREAS, the Parties have agreed to further amend the Lease, upon the terms and conditions hereinafter described,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the First Amendment to Lease Agreement between the City of Watertown and the Jefferson County Agricultural Society, 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

Jefferson County Agricultural Society

Oldest Continuous Operating Fair in America
Established in 1817

P.O. Box 8003 Watertown, NY 13601

Phone 315-782-8612 Fax 315-782-3268

www.jeffcofair.org



April 15, 2024

Mr. Eric Wagenaar, City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

Dear Mr Wagenaar:

I am writing regarding the thirty year lease between the City of Watertown and the Jefferson County Agricultural Society from August 1, 1995 to July 31, 2025. Section 1 of the term of this lease states that the Society shall have the option to renew this lease upon the same terms and conditions for an additional ten years if written notice is given the city at least one year prior to the expiration of the lease.

At a Board of Directors meeting April 9, 2024 the Board voted to give notice that the Agricultural Society desires to renew this lease.

Please consider this letter as official notification of our desire to renew this lease.

Please contact me with any questions or information as to what is needed to complete this lease extension. You may reach me at 315-783-5200 at any time.

Thank you.

A handwritten signature in dark ink, appearing to read 'Robert D Simpson'. The signature is fluid and cursive, written over a light blue horizontal line.

Robert D Simpson
President

RESOLUTION

Page 1 of 2

Approving Land Lease Agreement
with Jefferson County
Agricultural Society - Alex T.
Duffy Fairgrounds

July 17, 1995
Councilman COOKE, Laurence H.

Councilman GOODWIN, Roy C.

Councilman KIEFF, Kevin A.

Councilwoman McCARTHY, Rita A.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY
X	
X	
X	
X	
	X
4	1

Introduced by



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

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

WHEREAS in pursuit of that public purpose, the City desires to permit the Jefferson County Agricultural Society (the "Society") to use, operate, manage and maintain a small portion of real property within the Fairgrounds, and

WHEREAS the Society desires to occupy a portion of the real property within the Fairgrounds area to permit it to perform functions which advance the valid public purpose as set forth above, and

WHEREAS the Society desires to construct and use a building for its own use(s) and purpose(s) on a portion of the Fairgrounds property for the advancement of those public purposes, and

WHEREAS a Land Lease Agreement has been prepared, which is attached to and made a part of this resolution,

RESOLUTION

Page 2 of 2

Approving Land Lease Agreement
with Jefferson County
Agricultural Society - Alex T.
Duffy Fairgrounds

July 17, 1995
Councilman COOKE, Laurence H.

Councilman GOODWIN, Roy C.

Councilman KIEFF, Kevin A.

Councilwoman McCARTHY, Rita A.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York hereby approves the attached Lease Agreement with the Jefferson County Agricultural Society, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the Lease Agreement on behalf of the City Council.

Seconded by



RESOLUTION

By Councilman Laurence H. Cooke

Date July 17, 1995

SUBJECT:

Approving Land Lease Agreement with the
Jefferson County Agricultural Society
Alex T. Duffy Fairgrounds

STATE OF NEW YORK }
Jefferson County } ss:
CITY OF WATERTOWN }

I, DONNA M. DUTTON, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held 7-17-95 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Watertown, N.Y.

Donna M. Dutton City Clerk

LEASE AGREEMENT - LAND

THE CITY OF WATERTOWN, NEW YORK
AND
JEFFERSON COUNTY AGRICULTURAL SOCIETY
August 1, 1995 - July 31, 2025

LEASE

This Lease is being made and is intended to be effective as of August 1, 1995, between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and the Jefferson County Agricultural Society, with a mailing address of P.O. Box 8003, Watertown, New York 13601 ("Society").

INTRODUCTION

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

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

WHEREAS, in pursuit of that public purpose, the City desires to permit the society to use, possess, manage and maintain a small portion of real property within the Fairgrounds; and

WHEREAS, the Society desires to occupy a small portion of the real property within the Fairgrounds area to permit it to perform functions which advance the valid public purposes as set

forth above; and

WHEREAS, the Society desires to construct, and use, a building for its own use(s) and purpose(s) on a portion of the Fairgrounds property for the advancement of those public purposes.

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

AGREEMENT

Section I - Term of Lease

The term of this Lease Agreement shall be for the period from August 1, 1995 through July 31, 2025. The Society shall have the option to renew this Lease, upon the same terms and conditions as set forth herein for a ten (10) year period, if written notice is given to the City at least one (1) year prior to the expiration of the lease term.

Section II - Premises Leased

The City agrees to lease to the Society the premises described at Exhibit A.

Section III - New Construction

Any structure(s) erected upon the leased premises shall be at the sole expense of the Society and is intended to remain the sole property of the Society.

Section IV - Non-assignability and Non-Exclusivity

The City and the Society agree that it is the purpose of this Agreement to contract for the use, possession, management and maintenance of the real property on which the Society will be

constructing facilities, and that this is an agreement for the privilege of the Society to use the premises only for the purposes of advancing the public benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City in its Fairgrounds. This Lease Agreement may not be assigned by the Society to any person or entity without the prior written consent of the City Manager, and the Society agrees that the City Manager's consent to any assignment may be withheld for any reason, and in the sole discretion of the City Manager.

Section V - Compensation (Rent)

As compensation for the use of the premises, and during the term of this Lease, the Society shall pay to the City \$1.00. As compensation for the use of the premises associated with the ten (10) year option period, if exercised, the Society shall pay to the City \$1.00.

Section VI - Maintenance

a. The Society agrees that it will keep the premises, including any improvements to the same, in good repair during the term of this Lease, and at its own expense.

b. The City shall rough grade the premises and provide all electric, water and sewer lines, or laterals, up to the boundary of the leased premises at the City's expense. The Society shall provide all electric, water and sewer lines, or laterals, from the boundary of the leased premises to any structure(s) erected thereon, and at its own expense.

c. The Society agrees that any electric service to the

leased premises shall be separately metered and the City agrees to provide electric service to the leased premises. The Society shall bear the cost of electric services used in connection with the leased premises during the term of this Lease and shall pay for the same at least once annually. The rate to be charged the Society for electric service shall be equal to the average residential rate charged to persons residing in the City of Watertown during the same period of time covered by each bill for service.

d. The Society agrees that it shall bear the cost of installation and monthly charges associated with telephone service, and to pay all user fees associated with the provision of water and sewer in accordance with the Code of the City of Watertown.

Section VII - Snow Removal

The City shall be responsible for snow removal up to the boundary of the leased premises. Snow removal in and around the constructed building and on the leased premises is the responsibility of the Society.

Section VIII - Insurance

a. The Society agrees to obtain insurance naming the City as an additional named insured for its liability coverages, and to provide proof of general liability insurance to the City in the minimum amount of \$500,000 per person and \$1,000,000 per occurrence, and property damage coverage in the amount of \$100,000. The Society shall provide the City with copies of its declarations pages for the policy, or policies, during the duration of the Lease Agreement.

b. The Society agrees that if the premises, or any structures thereon, are damaged by fire or casualty, the City is not obligated to restore the premises, or any structures thereon, and the Society will have no claim under this Lease against the City for not restoring the premises or any structures thereon. If the premises, or any structures thereon, are materially damaged by fire or casualty, the Society shall either repair or restore the premises, or any structures thereon; or return the lands to their original condition, or state, as existing prior to commencement of this Lease.

c. The Society shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the Society under the laws of the State of New York.

Section IX - Hold Harmless

The Society shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs of expense arising out of any liability, or claim of liability, for injury or damages to persons or to property sustained by any person or entity by reason of the Society's operation, use, or occupation of the leased premises, or by or resulting from any act or omission of the Society or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified at Section VIII, naming the City as an additional named insured, shall be

sufficient for purposes of meeting the Society's obligations under this paragraph.

Section X - Venue and Applicable Law

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

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

Section XI - Subletting

The Society may sublet to other entities or organizations that portion of the structure of which possession is retained by the Society (other than the Premises Leased as that term is defined in an October 1, 1995 Lease Agreement-Building between the parties) for valid public purposes on a short-term basis comprised of seven (7) consecutive days, or less. For periods greater than seven (7) consecutive days, the Society may not sublet any portion of the structure (including the Premises Leased), to any person unless it advances a public purpose and unless prior written consent of the City Manager is first obtained.

Section XII - Other Agreements

This Agreement is expressly intended to amend, or supersede, all other agreements, or understandings between the parties in respect to its subject matter.

Section XIII - Notice

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

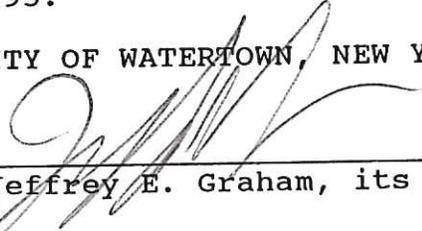
The City: City Manager
 245 Washington Street
 Watertown, New York 13601

The Society: Jefferson County Agricultural Society
 P.O. Box 8003
 Watertown, New York 13601

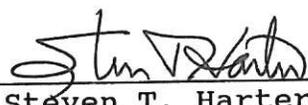
A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City and the Society will have caused this Lease to be executed by authorized agents to be effective as of August 1, 1995.

THE CITY OF WATERTOWN, NEW YORK

By: 
Jeffrey E. Graham, its Mayor

JEFFERSON COUNTY AGRICULTURAL SOCIETY

By: 
Steven T. Harter, President

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

On Aug 17, 1995, before me personally came Jeffrey Graham, to me known, who, being by me duly sworn, did depose and say that he resides in Watertown, New York, that he is the Mayor of the City of Watertown, the municipal corporation described in and which executed the above instrument; and that he signed his name thereto by order of the City Council of said corporation.

Sonja C. Thompson
Notary Public

SONJA C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 4954429
My Commission Expires 8/14/97

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

On August 16, 1995, before me personally came Steven T. Harter, to me known, who, being by me duly sworn, did depose and say that he resides in Watertown, New York, that he is the President of the Jefferson County Agricultural Society, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Heather B. Filson
Notary Public

HEATHER B FILSON
Notary Public in the State of New York
Qualified in Jefferson County No. 4937670
My Commission Expires October 17, 1997

EXHIBIT A
PROPERTY DESCRIPTION

The land leased is a 80'x240' parcel within the Alex T. Duffy Fairgrounds located approximately 50' westerly of William T. Field Drive. The parcel is intended for the construction of a 60'x220' building with 10' of land around the perimeter.

After construction, a survey will be made of the building and property and a legal description written which will become part of this exhibit.

EXHIBIT A

PROPERTY DESCRIPTION

The land leased is a 80'x240' parcel within the Alex T. Duffy Fairgrounds located approximately 50' westerly of William T. Field Drive. The parcel is intended for the construction of a 60'x220' building with 10' of land around the perimeter.

After construction, a survey will be made of the building and property and a legal description written which will become part of this exhibit.

FIRST AMENDMENT TO LEASE AGREEMENT AND ACKNOWLEDGEMENT

This First Amendment to Lease Agreement (the “First Amendment”), is entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between the CITY OF WATERTOWN, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City” or “Landlord”) and the JEFFERSON COUNTY AGRICULTURAL SOCIETY, with a mailing address of P.O. Box 8003, Watertown, New York 13601 (the “Society” or “Tenant”). The City and the Society are sometimes referred to herein each as a “Party” or together as the “Parties.”

WHEREAS, the Parties entered into a certain Lease Agreement – Land dated as of August 1, 1995 (the “Lease”), pursuant to which the City leases to the Society and the Society leases from the City certain real property and improvements located within the Alex T. Duffy Fairgrounds, as more particularly described in the Lease and herein (the “Premises”); and

WHEREAS, the Lease contemplated the construction of a building on the Premises which is now built; and

WHEREAS, the Lease is set to expire by its terms as of July 31, 2025; and

WHEREAS, in order to extend the Lease, the Society needed to have provided notice of its intent to exercise the option to extend the Lease by July 31, 2024; and

WHEREAS, pursuant to written notice dated April 15, 2024 and in accordance with Section I of the Lease, the Society exercised its option to extend the term of the Lease for an additional ten (10) year period; and

WHEREAS, the Parties have agreed to further amend the Lease, upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions set forth herein, and intending to be legally bound hereby, the Parties to this First Amendment hereby agree as follows:

1. Extension of Lease Term. The Parties herein agree and acknowledge that the Society has timely exercised its option to extend the term of the Lease for an additional ten (10) years pursuant to and in accordance with Section I of the Lease. Accordingly, the term of the Lease shall now expire as of July 31, 2035.

The following language shall be added after the last sentence of Section I of the Lease:

The Society shall have one additional option to extend the term of the Lease for a second extended term of ten (10) additional years. Should the Society desire to extend

the term of the Lease for the second extended term, the Society shall notify the City in writing no later than July 31, 2034. The second extended term, if so exercised, shall run from August 1, 2035 through July 31, 2045. All terms and conditions of the Lease shall remain in effect during any extended term.

2. Premises Leased. The Parties agree and acknowledge that the building contemplated by the Lease has been constructed on the Premises. Accordingly, Exhibit A of the Lease shall be deleted in its entirety and the Exhibit A attached to this First Amendment inserted in its place. Should the Society survey the Premises, Exhibit A of this Lease, as amended, shall be updated accordingly.

The following language shall be added after the first sentence of Section II of the Lease:

In addition, the Parties hereby agree that the Society shall have access to all common areas on land owned by the City adjacent to or used in connection with the premises which are necessary for the use and enjoyment of the premises, including, but not limited to, parking areas, driveways to and from the public street, and sidewalks.

3. Insurance. Subparagraph (a) of Section VIII of the Lease shall be deleted in its entirety and the following inserted in its place:

The Society shall procure, maintain and provide proof to the City of, at the Society's sole cost and expense, the following insurance coverage: (i) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) workers' compensation insurance and disability insurance with no less than the minimum limits required by applicable law; and (iii) hazard insurance in the amount of the full replacement value of the building on the premises and all personal property of the Society located therein. The policies noted in (i) and (iii) of this paragraph shall name the City as an additional insured.

4. Integration. Except as expressly modified by this First Amendment, in all other respects, the rest and remainder of the Lease shall continue in full force and effect without modification. In the event of an express conflict between the Lease and this First Amendment, this First Amendment shall control.
5. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
6. Binding Effect. This First Amendment shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and assigns.
7. Amendment. The Lease may be further amended, changed, or modified only by a written instruments executed by each of the Parties hereto.

8. Severability. If any provision of this First Amendment or the application thereof to any Party or circumstance for any reason and to any extent shall be held invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby.
9. Counterparts. This First Amendment may be signed in counterparts, all of which, taken together, shall constitute one and the same instrument. Signatures on this First Amendment which are transmitted by facsimile or electronic delivery shall be valid for all purposes.
10. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York.
11. Recitals. The recitals of this First Amendment are hereby incorporated herein as if fully set forth.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment, intending it to be effective the day and year first above written.

LANDLORD:

CITY OF WATERTOWN

By: _____

Name:

Title:

TENANT:

JEFFERSON COUNTY AGRICULTURAL
SOCIETY

By: _____

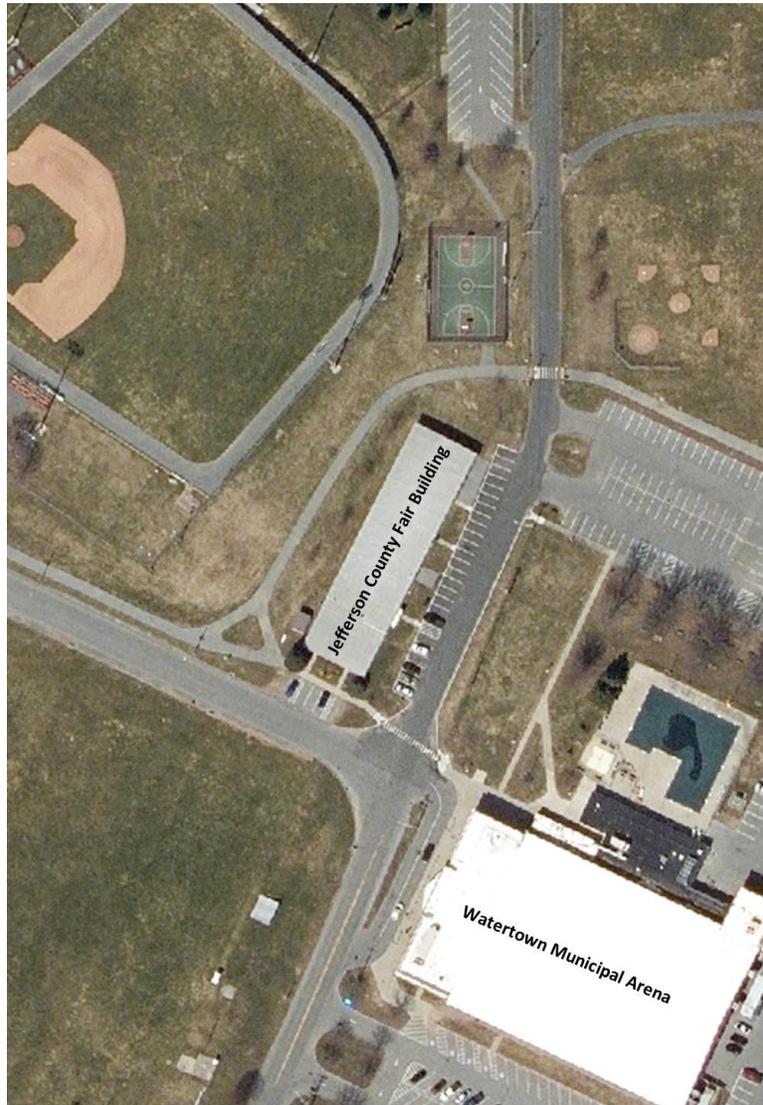
Name:

Title:

EXHIBIT A

PROPERTY DESCRIPTION

The land leased is a 80' X 240' parcel within the Alex T. Duffy Fairgrounds located approximately 50' westerly of William T. Field Drive. The parcel consists of a 60' X 220' building with 10' of land around the perimeter.



Res No. 4

April 7, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Intermunicipal Agreement for the Use of Recreational
Facilities with Watertown City School District

This Intermunicipal Agreement with the Watertown City School District is for another one-year term, expiring on June 20, 2026, which may be extended by a written amendment signed by both parties. The City is willing to allow the School District to utilize the City Facilities, and the School District is willing to allow the City to utilize the School Facilities for the benefit of the residents of the City and School District, respectively, upon the terms and conditions contained in the Intermunicipal Agreement.

The agreement and a resolution approving it are attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Intermunicipal Agreement for the Use of Recreational Facilities 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

YEA	NAY

Introduced by _____

WHEREAS, the Watertown City School District (“District”) owns and maintains its school buildings and related sports and recreational facilities (hereinafter "School Facilities"), and

WHEREAS, the City of Watertown (“City”) owns and maintains certain municipal buildings, baseball and soccer fields, and other outdoor facilities (hereinafter "City Facilities") which are utilized by residents and organizations of the City of Watertown for recreational purposes, and

WHEREAS, the City is desirous of utilizing the School Facilities for certain programs, events, testing and evaluations, and

WHEREAS, the School District is desirous of utilizing the City Facilities for games and/or practices for its school teams, as well as certain other school programs and events, and

WHEREAS, pursuant to Article 5-G, §119-O of the General Municipal Law the Parties are authorized to enter into inter-municipal cooperative agreements, and

WHEREAS, the City is willing to allow the School District to utilize the City Facilities, and the School District is willing to allow the City to utilize the School Facilities for the benefit of the residents of the City and School District respectively, upon the terms and conditions contained in the Intermunicipal Agreement,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intermunicipal Agreement, a copy of which is attached and made part of this resolution, and

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

Seconded by _____

WATERTOWN CITY SCHOOL DISTRICT
Watertown, New York

RESOLUTION

Board of Education

Jason B. Harrington, President
Rande S. Richardson, Vice Pres.
John A. Cain III
Lorie L. Converse
Tina M. Fluno
Culley T. Gosier
Milly C. Smith

Yea	Nay
✓	
✓	
✓	
✓	
✓	
✓	
✓	

Offered By Culley Gosier

March 18, 2025

RESOLVED, that the Board of Education hereby approves the Intermunicipal Agreement by and between the City of Watertown, New York and the Watertown City School District for the period July 1, 2024, through June 30, 2026 for the use of each other's facilities per the Intermunicipal Agreement.

Seconded By Lorie Converse

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is made effective July 1, 2024 by and among the City of Watertown, hereinafter call the "City" and the Watertown City School District, hereinafter called the "District", and collectively called the "Parties".

WITNESSETH:

WHEREAS, the District owns and maintains its school buildings and related sports and recreational facilities (hereinafter "School Facilities"); and

WHEREAS, the City owns and maintains certain municipal buildings, baseball and soccer fields, and other outdoor facilities (hereinafter "City Facilities") which are utilized by residents and organizations of the City of Watertown for recreational purposes; and

WHEREAS, the City is desirous of utilizing the School Facilities for certain programs, events, testing and evaluations; and

WHEREAS, the School District is desirous of utilizing the City Facilities for games and/or practices for its school teams, as well as certain other school programs and events; and

WHEREAS, the City is willing to allow the School District to utilize the City Facilities, and the School District is willing to allow the City to utilize the School Facilities for the benefit of residents of the City and School District respectively, upon the terms and conditions contained herein; and

WHEREAS, pursuant to Article 5-G, §119-O of the General Municipal Law the Parties are authorized to enter into inter-municipal cooperative agreements;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. That the District shall be permitted to use the City sports fields located behind North Elementary, when such City Facilities are not needed for City purposes, for the conducting of games and practices for its school sport teams, as well as certain other school program and events, at no cost to the District.
2. That the District shall be permitted to use the City fields located at the Fairgrounds, including the main field and locker rooms, when such City Facilities are not needed for City purposes, for the conducting of games and practices for its school sports teams, including but not limited to the District's JV and varsity baseball games, as well as certain other school programs and events, at rates set forth in the City's facilities use payment schedule not to exceed \$9,000 annually.
3. That the District shall be permitted to use the City's Thompson Park Golf Course, when such City Facilities are not needed for City purposes, for the conducting of games and practices for its school golf teams, at no cost to the District.

4. The City shall be permitted to use the North Elementary Playground for its Summer Playground program, when such playground is not needed for School District purposes, at no cost to the City. The City must notify the District in writing fifteen (15) days prior to any intended use of such facilities, and complete the District's facilities use application available here: <https://www.watertowncsd.org/about-us/departments/buildings-and-grounds>.
5. That the City shall be permitted to use the District's pool facilities for City Recreation programs and events, as well as other City programs and events, when such School Facilities are not needed for School District purposes, at no cost to the City. The City must notify the District in writing fifteen (15) days prior to any intended use of such facilities, and complete the District's facilities use application available here: <https://www.watertowncsd.org/about-us/departments/buildings-and-grounds>
6. That the City shall be permitted to use the District's tennis courts located adjacent to Wiley Intermediate School for City Recreation programs and events, as well as other City programs and events, when such School Facilities are not needed for School District purposes, at no cost to the City. The City must notify the District in writing fifteen (15) days prior to any intended use of such facilities, and complete the District's facilities use application available here: <https://www.watertowncsd.org/about-us/departments/buildings-and-grounds>
7. The City shall be permitted to use the District's facilities, to include but not limited to, classrooms, cafeterias, libraries, gymnasiums, and recreational fields for the purpose of civil service testing and evaluation, when such School Facilities are not needed for School District purposes, at no cost to the City. The City must notify the District in writing fifteen (15) days prior to any intended use of such facilities, and complete the District's facilities use application available here: <https://www.watertowncsd.org/about-us/departments/buildings-and-grounds>
8. The City shall be permitted to use the District's Massey Street facility for police training activities, when such School Facilities are not needed for School District purposes, at no cost to the City. The City must notify the District in writing fifteen (15) days prior to any intended use of such facilities, and complete the District's facilities use application available here: <https://www.watertowncsd.org/about-us/departments/buildings-and-grounds>
9. That use by the School District of the City Facilities shall be coordinated with the Superintendent of the Parks and Recreation Department and the School District shall notify the City as far in advance as possible of its needed use of the City Facilities and on what dates and times and for what periods of time.
10. That use by the City of School Facilities shall be coordinated with the Superintendent of the Watertown City School District, or other member of the school staff designated by the Superintendent to facilitate such use (as determined by the School District), and the City shall notify the School District as far in advance as possible of its needed use of the School Facilities and on what dates and times and for what periods of time.

11. That the City shall make every attempt to accommodate the needs of the School District in utilizing the City Facilities with due recognition of the need to keep those facilities available for City programs and use by City residents and organizations. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the City shall provide the School District with at least 24 hours' notice of the need for cancellation or postponement of the planned activity.
12. That the School District shall make every attempt to accommodate the needs of the City in utilizing the School Facilities with due recognition of the need to keep those facilities available for School District programs and use by School District staff and students. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the School District shall provide the City with at least 24 hours' notice of the need for cancellation or postponement of the planned activity.
13. That the School District, when utilizing the City Facilities shall provide adequate supervision and safety measures for students, teachers and other school representatives who utilize the City Facilities. The School District agrees to comply with the City's policies, rules, regulations and procedures with regard to use of City Facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on City property at any time.
14. That the City when utilizing the School Facilities shall provide adequate supervision and safety measures for the residents, employees and representatives of the City who utilize the School Facilities. The City agrees to comply with the School District's policies, rules, regulations and procedures with regard to use of School District facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on the school property at any time.
15. The City shall be responsible for repairing any damage to the School Facilities when used by the City pursuant to this Agreement, and shall indemnify, and hold harmless, the School District from any damage, claim or liability which may be asserted against the School District as a result of the City's use of the School Facilities pursuant to this Agreement.
16. The School District shall be responsible for repair of any damage done to the City Facilities when used by the School District pursuant to this Agreement, and shall indemnify, and hold harmless, the City from any damage, claim or liability which may be asserted against the City as a result of the School District's use of the City Facilities pursuant to this Agreement.
17. The Parties acknowledge that the City is self-insured for general liability, and such self-insured status will be accepted in lieu of a general liability insurance policy. and the School District shall name the City as an additional insured on its municipal liability insurance policy.
18. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability

arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

19. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.
20. This Agreement shall be for a term commencing on July 1, 2024 and expiring on June 30, 2026. The Agreement may be extended by written amendment signed by both parties.
21. This Agreement may not be assigned by either party.
22. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.
23. That the City Manager has executed this Agreement pursuant to Resolution adopted by the City Council, at a meeting thereof held on the _____ and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the School Board of the City of Watertown School District, at a meeting thereof held on the 18th day of March, 2025

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Watertown

By: _____
Eric Wagenaar, City Manager

Watertown City School District

By: _____
Larry C. Schmiegel, Superintendent of Schools

3/18/2025

April 7, 2025

To: The Honorable Mayor and City Council

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

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

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

The RFP provided the City with the ability to extend the agreement with LaBella for up to two (2) additional one (1) year periods upon budget approval. In 2024, the City exercised the first of the two one-year extensions and entered into a contract for grant writing services for 2024.

LaBella has proposed providing grant prospecting and grant writing services to the City for 2025 for a not to exceed cost of \$25,000, as outlined in the attached Professional Services Agreement and letter. Funding for a grant writer was included in the FY 2024-2025 budget and Staff is recommending that the City Council exercise the final one-year option and enter into a contract for 2025.

Staff recently met with representatives from LaBella to discuss upcoming projects and to outline grant priorities. As a result of that discussion, the following grant priorities have been developed:

1. Reservoir replacement and new water transmission main.
2. Western Outfall Trunk Sewer Improvements
3. Newell Street Storm Sewer
4. General Water and Sewer Main Replacement
5. Recycling Truck Replacement
6. Sidewalk Replacement
7. Brownfields
8. Quality of Life Improvements
9. Other Projects as New Projects Develop

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

RESOLUTION

Page 1 of 1

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

Council Member KIMBALL, Robert O.
 Council Member OLNEY III, Clifford G.
 Council Member RUGGIERO, Lisa A.
 Council Member SHOEN, Benjamin P.
 Mayor PIERCE, Sarah V.C.
 Total

YEA	NAY

Introduced by _____

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

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

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

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

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

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

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

Seconded by _____

Professional Services Agreement

Agreement made the ____ day of _____ 2025
between

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

and

City of Watertown
("Client")

for services related to the following Project:

City of Watertown Grant Consulting Services
("Project")

LaBella and Client hereby agree as follows:

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

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

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

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

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

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

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

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

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

LaBella Associates, D.P.C.

By: 

Name Edward Flynn

Title Director of Planning

Date: 03/04/2025

Client Name

By: _____

Name _____

Title _____

Date _____

Exhibit A
LaBella's Proposal



March 4, 2025

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

RE: *Grant Prospecting and Grant Writing Services*

Dear Mayor Compo Pierce:

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

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

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

Scope of Services

Task 1: Grant Prospecting and Consulting

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

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



Consistent Communication

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

Infrastructure Roadmap

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

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

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

Task 2: Grant Writing

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

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

Professional Service Fees

LaBella proposes to assist the City of Watertown on a time and materials basis with services charged at our current rates. Our fee schedule is attached for reference.

We recommend that Watertown budget \$10,000 for Task 1, allowing regular communications and interactions with City representatives. Because each grant program has unique needs and requirements, and we don't know how many projects will be selected for funding, we suggest that the City budget be \$15,000 for Task 2 grant writing services. Before using this source of funds, we will outline and discuss specific costs



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

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

Closing

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

Respectfully submitted,

LaBella Associates

Edward Flynn, AICP
Director of Planning

HOURLY RATES

Title	2025 Billing Rate
CIVIL ENGINEERING	
Engineer VI	\$270
Engineer V	\$240
Engineer IV*	\$195
Engineer IV	\$175
Engineer III	\$140
Engineer II	\$120
Engineer I	\$95
Designer V	\$180
Designer IV	\$145
Designer III	\$120
Designer II	\$110
Designer I	\$95
Technician IV	\$140
Technician III	\$100
Technician II	\$85
Technician I	\$70
CONSTRUCTION ADMIN/INSPECTION	
Construction Inspector IV	\$140
Construction Inspector III	\$125
Construction Inspector II	\$100
Construction Inspector I	\$85
GIS	
GIS Analyst/Professional VI	\$170
GIS Analyst/Professional V	\$145
GIS Analyst/Professional IV	\$125
GIS Analyst/Professional III	\$105
GIS Analyst/Professional II	\$90
GIS Analyst/Professional I	\$75

Continued on next page

DIRECT COSTS

Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

SUBCONTRACTORS

Subcontractors work will be billed at actual cost plus 15%.

COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of \$390 per hour, plus direct expenses.

FORENSIC INVESTIGATIONS

Forensic investigations shall be billed at \$550 per hour.

BILLING

Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.

HOURLY RATES

Title	2025 Billing Rate
LANDSCAPE ARCHITECTURE	
Landscape Architect VI	\$230
Landscape Architect V	\$180
Landscape Architect IV	\$145
Landscape Architect III	\$120
Landscape Architect II	\$100
Landscape Architect I	\$90
PLANNING	
Planner VI	\$230
Planner V	\$150
Planner IV	\$130
Planner III	\$120
Planner II	\$95
Planner I	\$90
PROJECT ADMINISTRATION	
Project Manager	\$190
Project Coordinator II	\$105
Project Coordinator I	\$90
Administrative Support	\$90

Labor charges include administrative services, telephone, US mail and facsimiles.

Exhibit B
Terms and Conditions

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

April 7, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Granting Permission to the Watertown Police Department to Install License Plate Reader Equipment Within the Geographical Jurisdiction of the City of Watertown and the State of New York

The Watertown Police Department seeks authorization to install License Plate Reader (LPR) equipment within the City's geographical jurisdiction, including within the State Right of Way (ROW).

The installation of LPR equipment will comply with all State and Municipal requirements to ensure proper implementation and adherence to applicable laws. The City and the Watertown Police Department retain the right to monitor and inspect the project to ensure compliance and effectiveness. This initiative is funded by the 2023 Governor of NY Grant for New Technology and Equipment, which has been specifically allocated to support public safety improvements. The Watertown Police Department will be responsible for executing the project as outlined in the approved plans and documentation.

The resolution grants formal permission to the Watertown Police Department to install the LPR equipment within the State ROW and City jurisdiction, subject to NYSDOT approval. Key provisions include:

- The Watertown Police Department will be responsible for installation and maintenance of the equipment.
- Any expenses arising from the project will be covered using the Governor's Grant or other City funding.
- Chief of Police Charles Donoghue is authorized to execute necessary documentation with the concurrence of the City Attorney and City Council.
- The City Clerk will electronically transmit the finalized resolution for inclusion in the Law Enforcement Equipment (LEE) Application and Agreement with NYSDOT.

Staff recommends that the City Council approve the resolution to allow the Watertown Police Department to proceed with the installation of License Plate Reader equipment, supporting enhanced law enforcement efforts and public safety initiatives.

RESOLUTION

Page 1 of 1

Granting Permission to the Watertown Police Department to Install License Plate Reader Equipment Within the Geographical Jurisdiction of the City of Watertown and the State of New York

Council Member KIMBALL, Robert O.
 Council Member OLNEY III, Clifford G.
 Council Member RUGGIERO, Lisa A.
 Council Member SHOEN, Benjamin P.
 Mayor PIERCE, Sarah V.C.
 Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown and Watertown Police Department are proposing to install License Plate Reader equipment for Law Enforcement purposes within State Right of Way (“ROW”), along any or all State Right of Ways, located in the City of Watertown (the “City”), Jefferson County, and

WHEREAS the City and the Watertown Police Department. are desirous to have such above-mentioned equipment installed within the geographical jurisdiction of the City, and

WHEREAS the City and the Watertown Police Department will meet all State and Municipal requirements during the above-mentioned project, and

WHEREAS the City and the Watertown Police Department reserve the rights to monitor and inspect the above mentioned project conducted within the geographical jurisdiction of the City, and

WHEREAS the Watertown Police Department will execute the above-mentioned project, funded by the 2023 Governor of NY Grant for New Technology and Equipment to Prevent and Solve Crimes, Improve Public Safety apportioned and approved for the City or for Watertown Police Department,

NOW THEREFORE BE IT RESOLVED that the City, by means of this Resolution, and upon NYS DOT approval, grants permission to the Watertown Police Department to conduct the above-mentioned project within State ROW and within the geographical jurisdiction of the City, and

BE IT FURTHER RESOLVED that the Watertown Police Department shall maintain or cause to be maintained the installed equipment at the project location(s) and shall cover any expenses that may arise from the executing of the above-mentioned project utilizing the above-mentioned Grant or other City funding, and

BE IT FURTHER RESOLVED that the Chief of Police, Charles Donoghue, has the authority to sign, with the concurrence of the City Attorney and by the City Council, any and all documentation that may be necessary as a result of the above-mentioned project as it relates to the City, and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to electronically transmit signed, sealed, notarized, stamped, and certified copy of the foregoing resolution to the Watertown Police Department for processing of and inclusion to Law Enforcement Equipment (LEE) Application and Agreement with NYS DOT, and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Seconded by _____

Res No. 7

April 7, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Turf Treatment Chemicals Fertilizer & Seed Products –
Andre & Son, Inc

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Turf Treatment Chemicals, Fertilizer, & Seed Products for the Parks & Recreation Department, per City specifications and publicly opened and read the sealed bids on Thursday, March 20, 2025, at 11:00 a.m. EST. Invitation to bids were provided to seven (7) plan houses and three (3) potential vendors.

The Purchasing Department received three (3) sealed bid submittals as shown on the bid tabulations provided herein.

The Purchasing Manager and Superintendent of Parks & Recreation, Scott Weller reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the bid for Turf Treatment Chemicals, Fertilizer, & Seed Products to Andre & Son Inc. as the lowest responsive responsible bidder capable of providing all the chemicals specified, using the pricing shown for the period of April 7, 2025 – June 30, 2026.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Turf Treatment Chemicals
Fertilizer & Seed Products – Andre & Son, Inc

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to purchase Turf Treatment Chemicals, Fertilizer, and Seed Products, on an as needed basis, for use at the City’s Parks & Recreation facilities for the period of April 7, 2025 – June 30, 2026, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for Turf Treatment Chemicals, Fertilizer, and Seed Products, and

WHEREAS on March 20, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS the Purchasing Manager, Tina Bartlett-Bearup and the Superintendent of Parks & Recreation, Scott Weller reviewed all three bids, and

WHEREAS the only capable bid of providing all necessary chemicals to the City was submitted by Andre & Son Inc, and

WHEREAS it is the recommendation that the City Council accept the lowest bid capable of providing all the chemicals specified submitted by Andre & Son Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Andre & Son Inc. per the pricing schedule proposed, for the purchase of Turf Treatment Chemicals, Fertilizer, and Seed Products.

Seconded by _____



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



March 24, 2025

To: Tina Bartlett-Bearup, Purchasing Manager

From: Scott Weller, Parks & Recreation Superintendent

Re: RFP #2025-03 Turf Treatment Chemicals

Ms. Bartlett-Bearup,

I recommend that the City Council accept the proposal submitted by Andre & Son Inc. for turf treatment chemicals. Andre & Son was the only company capable of acquiring and providing all the chemicals specified in the bid. Furthermore, for the chemicals that received multiple quotes, Andre & Son's pricing was competitive and comparable to the other proposals. Therefore, based on their ability to meet all requirements and provide competitive pricing, I recommend that Andre & Son be awarded this contract.

Scott Weller
Superintendent
Parks & Recreation
City of Watertown



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project: TURF TREATMENT CHEMICALS, FERTILIZER & SEED PRODUCTS FOR PARKS AND RECREATION
 Bid / RFP Number: Bid #2025-03
 Opening Date: Thursday March 20, 2025 @ 11:00AM

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

Description	UOM	Est. Usage	Harrell's, LLC		SiteOne Landscape Supply		Andre & Son Inc.		Unit Price	Total Price
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Nature Safe Fertilizer 12-0-6 Ammonium Sulfate Fortified	50 lb. bag	91	NO BID		Alternate	see below	\$37.25	\$3,389.75		
Turf King Cal Plus (SGN 220)	50 lb. bag	55	NO BID		NO BID		\$12.35	\$679.25		
Turf King 25-0-4 Fertilizer w/50% XCU Slow release, 2% Iron (SGN 220)	50 lb. bag	74	NO BID		Alternate	see below	\$21.60	\$1,598.40		
Turf King 28-0-15 Fertilizer w/ 90% Methylene Urea (SGN 220)	50 lb. bag	104	NO BID		NO BID		\$39.50	\$4,108.00		
Turf King 25-0-5 Fertilizer w/ 65% XCU & NutriLife (SGN 220)	50 lb. bag	164	NO BID		NO BID		\$22.50	\$3,690.00		
Precision Organics C20 Soil Builder -concentrated food source for microbes	40 lb. bag	138	\$35.00	\$4,830.00	NO BID		\$37.00	\$5,106.00		
Turf King 23-0-20 Fertilizer w/ 95% Nutralene, 1% Iron (SGN 150)	50 lb. bag	300	NO BID		NO BID		\$44.00	\$13,200.00		
Turf King 19-26-5 Fertilizer w/ 30% XCU, 1% Iron (SGN 220)	50 lb. bag	10	NO BID		NO BID		\$43.80	\$438.00		
Turf King 0-0-7 Fertilizer with Imi-Lambda T&) Insecticide (SGN 220)	50 lb. bag	100	NO BID		NO BID		\$22.50	\$2,250.00		
Nature Safe 10-2-8 w/ PBS 150 Fertilizer (SGN 230)	50 lb. bag	8	NO BID		NO BID		\$66.00	\$528.00		
Nature Safe 8-3-5 w/ AQM Fertilizer (SGN 140)	50 lb. bag	14	NO BID		NO BID		\$58.00	\$812.00		
The Andersons Contec DG 18-9-18 Fertilizer	40 lb. bag	40	NO BID		\$68.50	\$2,740.00	\$68.80	\$2,752.00		
Primo Maxx Growth Plant Growth Regulator	1 gallon	1	\$317.00	\$317.00	\$317.00	\$317.00	\$317.00	\$317.00		
Ascernity Fungicide	1 gallon	2	\$497.00	\$994.00	\$497.00	\$994.00	\$497.00	\$994.00		
Daconil Action Fungicide	2.5 gallon	1	\$265.00	\$265.00	\$265.00	\$265.00	\$265.00	\$265.00		
Daconil Weatherstick Fungicide	2.5 gallon	2	\$210.00	\$420.00	Alternate	see below	\$210.00	\$420.00		
Chlorothalonil 720 Fungicide	2 x 2.5-gal case	6	NO BID		Alternate	see below	\$155.00	\$930.00		
Ethephon 2SL Herbicide	2 x 2.5-gal case	2	NO BID		\$155.10	\$310.20	\$186.00	\$372.00		
Strobe 50WG Fungicide	2 x 2.5-gal case	4	NO BID		Alternate	see below	*\$155.00	\$620.00		*for 1 lb. not 2.5-gal.
I-Pro 2 Fungicide	2 x 2.5-gal case	1	\$465.90	\$465.90	Alternate	see below	\$325.00	\$325.00		
Imidacloprid 2F Insecticide	4x1 gal case	1	NO BID		Alternate	see below	\$220.00	\$220.00		
Strider 14.3% Fungicide	2 x 2.5-gal case	6	NO BID		Alternate	see below	\$355.00	\$2,130.00		
Anuew Plant Growth Regulator	1.5 lb. container	3	\$118.20	\$354.60	\$118.20	\$354.60	\$118.20	\$354.60		
Ruby Fungicide	0.49 lb. container	2	NO BID		Alternate	see below	\$85.00	\$170.00		
Tartan Stressgard Fungicide	2.5 gallon container	1	\$1,033.00	\$1,033.00	\$1,033.00	\$1,033.00	\$1,033.00	\$1,033.00		
Tyler Bent Special 28-8-18 Fe Water-Soluble Fertilizer	25 lb. bag	8	NO BID		NO BID		\$40.00	\$320.00		
Plant Food Company DKP XTRS 2-20-22 Liquid Fertilizer	2 x 2.5-gal case	8	NO BID		NO BID		\$256.25	\$2,050.00		

Plant Food Company FloThru A-Plus Penetrant & Bio carbonate Reducer	2 x 2.5-gal case	1	NO BID		NO BID		\$244.25	\$244.25		
Plant Food Company Sugar Cal 10% Calcium Chelate Sorbitol Chelated Calcium Acetate	2 x 2.5-gal case	3	NO BID		NO BID		\$196.25	\$588.75		
Plant Food Company Adams Earth Bio stimulate	2 x 2.5-gal case	2	NO BID		NO BID		\$308.25	\$616.50		
Plant Food Company Green-T Micro Pack EDTA Chelate Solution	2 x 2.5-gal case	1	NO BID		NO BID		\$281.75	\$281.75		
Plant Food Company Super MK Green 18-3-4 Liquid Fertilizer	2 x 2.5-gal case	2	Alternate	see below	NO BID		\$150.75	\$301.50		
Plant Food Hydration A-Plus, Plant and Soil Hydrating Agent	2 x 2.5-gal case	2	Alternate	see below	NO BID		\$449.50	\$899.00		
Turf King Tri-Rye Seed Blend	50 lb. bag	4	NO BID		Alternate	see below	\$89.00	\$356.00		
Turf King Low Mow Bluegrass Seed Blend	50 lb. bag	2	NO BID		NO BID		\$163.50	\$327.00		
Chinook Creeping Bentgrass Seed	25 lb. bag	4	NO BID		NO BID		\$265.00	\$1,060.00		
Dithiopyr 2EW Herbicide	4 x 1 gal. case	0.25	NO BID		\$1,010.00	\$252.50	\$888.00	\$222.00		
Roundup Pro Max Herbicide	1.67 gal container	2	NO BID		\$95.69	\$191.38	\$90.00	\$180.00		
Enclave Fungicide	2 x 2.5-gal case	1	\$610.00	\$610.00	\$610.00	\$610.00	\$610.00	\$610.00		
Bifenthrin Golf and Nursey Insecticide	4 x 1 gal. case	0.25	NO BID		\$180.96	\$45.24	\$195.00	\$48.75		
Turf Marker Blue	4 x 1 gal. case	1	NO BID		Alternate	see below	\$300.00	\$300.00		
Alternates										
Harrell's MAX 18-3-6 with UMAXX	2 x 2.5-gal case	2	\$126.40	\$252.80	NO BID			\$0.00		
Harrell's Hydro-90	2 x 2.5-gal case	2	\$388.00	\$776.00	NO BID			\$0.00		
Sustane Organic-Base Fertilizer	50 lb. bag	91			\$55.40	\$5,041.40		\$0.00		
Lebanon Proscap 25-0-5	50 lb. bag	74			\$31.54	\$2,333.96		\$0.00		
Lesco Manicure Ultra	5 Lb.	2			\$38.18	\$76.36		\$0.00		
Lesco Manicure 6FI	2 x 2.5-gal case	6			\$140.18	\$841.08		\$0.00		
Quali-Pro Strobe 50WG Tip & Pour 1 lb.	6 x 1 lb. case	4			\$551.16	\$2,204.64		\$0.00		
Lesco 18 Plus	2 x 2.5-gal case	1			\$342.40	\$342.40		\$0.00		
Lesco Bradnt 2F	4 x 1 gal. case	1			\$195.68	\$195.68		\$0.00		
Lesco Spectator Ultra 14.3%	2 x 2.5-gal case	6			\$316.14	\$1,896.84		\$0.00		
Emerald 70EG 0.49 lb. bag AGENCY	0.49 lb. container	2			\$123.97	\$247.94		\$0.00		
Lesco Double Eagle	50 lb. bag	4			\$84.59	\$338.36		\$0.00		
Lesco Tracker Spray Dye Blue	2 x 2.5-gal case	1			\$174.68	\$174.68		\$0.00		
Totals					\$10,318.30		\$20,806.26		\$55,107.50	
Addendum Acknowledgement (if any)					N/A		N/A		N/A	
Bid Bond or Check (B / C)					N/A		N/A		N/A	
Non-Collusive Bidding Certificate					Y		Y		Y	
Certificate of Compliance with the Iran Divestment Act					Y		Y		Y	
Sexual Harassment Form					Y		Y		Y	
SAM's & NYS Debarred					N		N		N	

Res No. 8

April 7, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Lift Stations Standby Generator Installation Project – Howell Enterprises, Inc. DBA Blackstone Electric

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Lift Stations Standby Generator Installation Project – Phase 2, per City specifications and publicly opened and read the sealed bids on March 13, 2025, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and seventy (70) potential vendors.

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

Vendor Name, Address, Point of Contact and email address	Howell Enterprises, Inc. DBA Blackstone Electric	Northern Pioneer Contractors, Inc.
	17421 State Route 12F	6992 Austin Road
	Dexter, NY 13634	Glenfield, NY 13343
	Trisha Howell trisha@blackstoneelectric.com	Sharon M. Sauer ssauer.npc@frontier.com
Site 1: Ives Generator	\$56,725.00	\$59,000.00
Site 2: Ives Generator	\$57,550.00	\$60,000.00
Site 3: Barben Green Generator	\$56,725.00	\$61,000.00
Total Base Bid	\$171,000.00	\$180,000.00

The Purchasing Manager and Engineering and Water Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Lift Stations Standby Generator Installation Project –Phase 2 to Howell Enterprises, Inc, DBA Blackstone Electric as the lowest responsive responsible bidder in the base bid amount of **\$171,000.00**.

The Lift Stations Standby Generator Installation Project –Phase 2 is funded by the Sewer Fund as appropriated by the City Council within the fiscal year 2024-25 Adopted Budget.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Lift Stations Standby Generator Installation Project – Howell Enterprises, Inc. DBA Blackstone Electric

Council Member KIMBALL, Robert O.
 Council Member OLNEY III, Clifford G.
 Council Member RUGGIERO, Lisa A.
 Council Member SHOEN, Benjamin P.
 Mayor PIERCE, Sarah V.C.
 Total

YEA	NAY

Introduced by _____

WHEREAS, the City desires to retain a contractor to supply all labor, materials, and equipment to install and connect standby generator systems, with a transfer switch, at (3) three sites (Ives 1, Ives 2, and Barben Green Pump Stations), and

WHEREAS, the Purchasing Department advertised and received two (2) sealed bids for the Lift Stations Standby Generator Installation Project, and

WHEREAS, on March 13, 2025, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS, Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering and Water Departments and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Howell Enterprises, Inc, DBA Blackstone Electric, and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the base bid received from Howell Enterprises, Inc, DBA Blackstone Electric in the amount of \$171,000.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	Lift Stations Standby Generator Installation Project - Phase 2
Bid / RFP Number:	Bid #2025-02
Opening Date:	Thursday, March 13, 2025 @ 11:00 AM

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

Vendor Name, Address, Point of Contact and email address	Howell Enterprises, Inc. DBA Blackstone Electric	Northern Pioneer Contractors, Inc.	
	17421 State Route 12F Dexter, NY 13634 Trisha Howell trisha@blackstoneelectric.com	6992 Austin Road Glenfield, NY 13343 Sharon M. Sauer ssauer.npc@frontier.com	
Site 1: Ives Generator	\$56,725.00	\$59,000.00	
Site 2: Ives Generator	\$57,550.00	\$60,000.00	
Site 3: Barben Green Generator	\$56,725.00	\$61,000.00	
Total Base Bid	\$171,000.00	\$180,000.00	
Addendum Acknowledgement (if any)	Y	Y	
Bid Bond or Check (B / C)	C	B	
Non-Collusive Bidding Certificate	Y	Y	
Certificate of Compliance with the Iran Divestment Act	Y	Y	
Sexual Harassment Form	Y	Y	
Certificate of Contractor Registry	Y	Y	
SAM's & NYS Debarred	N	N	

G8130 – Sewage Treatment and Disposal

Fiscal Year 2024-25
Vehicles and Equipment

Emergency Generators at Lift Stations (3) \$200,000

The emergency generators would be installed with an emergency transfer to minimize the amount of sewage back up in the event of a loss of National Grid power.



Res No. 9

April 7, 2025

TO: The Honorable Mayor and City Council

FROM: Eric F. Wagenaar, City Manager

SUBJECT: Approval of Settlement for Payment of Property Taxes Owed by Dealmaker Dodge, LLC and Related Ratification of Assignment and Assumption

The City has reached a settlement with Dealmaker Dodge, LLC related to outstanding property taxes. Attached is a resolution that will bring this matter and the associated lawsuit to a close and result in the City receiving the full amount of outstanding property taxes, with interest, related to 235 Main Avenue.

RESOLUTION

Page 1 of 1

Approval of Settlement for Payment of Property Taxes Owed by Dealmaker Dodge, LLC and Related Ratification of Assignment and Assumption

Council Member KIMBALL, Robert O.
 Council Member OLNEY III, Clifford G.
 Council Member RUGGIERO, Lisa A.
 Council Member SHOEN, Benjamin P.
 Mayor PIERCE, Sarah V.C.
 Total

YEA	NAY

Introduced by _____

WHEREAS, per City Resolution No. 7 of September 18, 2023, the City commenced a lawsuit against Dealmaker Dodge, LLC to collect the outstanding property taxes owed for 235 Main Avenue, parcel number 02-01-103.001, and

WHEREAS, a settlement has been reached between the parties to resolve the matter, and

NOW THEREFORE, BE IT RESOLVED that the City Council approves a settlement of this lawsuit, as set forth in the so-ordered settlement agreement of Hon. Charles C. Merrell, JSC, which requires that Dealmaker Dodge, LLC pay the outstanding taxes in full, with interest, totaling \$73,266.93, and

BE IT FURTHER RESOLVED per the settlement agreement, that the City Council ratifies the July 7, 2022 assignment and assumption agreement executed by then City Manager Kenneth Mix, and the payment made by the City pursuant thereto.

Seconded by _____

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made this 26th day of March, 2025, between the CITY OF WATERTOWN, a municipal corporation with offices at City Hall, 245 Washington Street, Watertown, New York 13601 (the "City") and DEALMAKER DODGE, LLC, a domestic limited liability company with offices at 137 Main Street, Watertown, New York 13601 (the "Owner"); City and Owner are herein referred to as "the Parties."

WITNESSETH:

WHEREAS the Owner is the owner of that certain parcel of real property known as 235 Main Avenue, Watertown, New York, tax parcel number 02-01-103.001 (the "Premises");

WHEREAS the City claims that certain City, School and County real property taxes for the Premises are in arrears and are payable by the Owner with interest;

WHEREAS the City commenced an action in Jefferson County Supreme Court (Index No. EF2023-00004688) and asserted two causes of action under the City Charter: (1) Section 132 and (2) Section 143;

WHEREAS the Owner moved to dismiss the action and the City cross-moved for summary judgment;

WHEREAS the Jefferson County Supreme Court (Merrell, JSC) issued a decision denying the Owner's motion and granting the City's cross motion, in part. The Court granted the City's motion on liability, but denied the same on damages and determined that questions of fact remain requiring resolution by a fact-finder;

NOW, THEREFORE, in order to avoid further time and expense of litigation, and without admitting any fault or liability, with the foregoing incorporated by reference herein, and in consideration of their mutual covenants and agreements herein contained, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Upon full execution of this Settlement Agreement, including the "So-Ordered" section designated for the Hon. Charles C. Merrell, JSC, the City Council, at its next scheduled City Council meeting, will ratify the Assignment and Assumption Agreement dated July 7, 2022, by and between Kathleen Burgess as Assignor and the City as Assignee, and the payment made by the City pursuant thereto.

2. Upon the expiration of 90-days after the full execution of this Settlement Agreement, Owner shall pay to the City the full amount of the tax claim, with interest to the 90th day after the date of full execution hereof, and the real property taxes attributable to the period through the 90th day after the date of full execution hereof: \$73,266.93.

ASSIGNMENT AND ASSUMPTION

THIS AGREEMENT made as of the 7th of July 2022, by and between Kathleen Burgess ("Assignor"), 431 Harris Drive, Watertown, NY 13601 and the City of Watertown ("Assignee"), 245 Washington Street, Watertown, NY 13601.

RECITALS:

WHEREAS, Assignor is the purchaser of a certain Tax Sale Lien Certificate ("Certificate") from the Assignee for non-payment of taxes with respect to the premises known as 235 Main Avenue (Parcel # 02-01-103.001), Watertown, NY on the 25th day of June 2020 in the amount of Eleven Thousand Two Hundred Seventy-three dollars and Fifty cents (\$11,273.50) and

WHEREAS, Assignor, as the owner of the tax sale certificate, has paid the subsequent 2020-21 City tax, 2020-21 School tax, 2021 County tax, 2021-22 City tax, 2021-22 School tax and 2022 County tax totaling Twenty Thousand Five Hundred Forty-two Dollars and Twenty-two cents (\$20,542.22), and

WHEREAS, Assignee failed to notify a creditor on record with the Jefferson County Clerk as having a mortgage on the parcel causing the City to have to extend the redemption period 90 days, and

WHEREAS, the City Charter section 146 states that "whenever any grantee under any sale shall be unable to obtain possession of the lands conveyed to him by reason of any error or irregularity in the assessment of any person or property or in the levying of a tax or any proceedings for collection of any tax, the Council shall refund to the purchaser the money so paid with interest, the same to be audited and paid as other city charges", and

WHEREAS, in consideration of said payment, Assignor desires to assign all right, title and interest of said Certificate to the Assignee, and the Assignee has agreed to accept the assignment of all right, title and interest of said Certificate.

NOW THEREFORE, in consideration, together with interest at the rate of 1% per month, for a total payment of \$37,712.63 having been paid by the Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns the right, title and interest of said Certificate to the Assignee; and
2. Assignee hereby accepts the assignment of said Certificate and hereby assumes all obligations therein, and
3. The stipulations aforesaid are to apply to and bind the executors, heirs, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties have hereunder set their hands and seals the day and year above written.

ASSIGNOR: Kathleen Burgess

ASSIGNEE: Kenneth Mix, City Manager
City of Watertown

Kathleen Burgess

[Signature]

Res No. 10

April 7, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing a Sanitary Sewer Backwater Valve Pilot Program in the Western Outfall Sewer Basin

The City of Watertown maintains a network of sanitary and combined sewer mains within the Western Outfall Trunk Sewer (WOTS) basin, which can become surcharged due to inflow and infiltration during extreme weather events. The City is currently under an Order on Consent from the New York State Department of Environmental Conservation (NYSDEC) to address sewer capacity issues contributing to these surcharges.

To help mitigate potential surcharging for residents, City staff have proposed a Sanitary Sewer Backwater Prevention Device Reimbursement Pilot Program within a portion of the WOTS basin. Staff presented the program during City Council Work Sessions on September 9, 2024 and March 10, 2025. Under this program, eligible homeowners may apply for reimbursement of up to \$3,500 for the installation of an approved backwater valve. Funding for this program will come from the Sanitary Sewer Fund Account.

This initiative serves as a short-term measure to provide relief to affected residents while the City continues to work on long-term solutions to improve sewer capacity within the WOTS basin.

Staff recommends that the City Council approve the resolution establishing the Western Outfall Backwater Prevention Device Reimbursement Pilot Program.

RESOLUTION

Page 1 of 1

Authorizing a Sanitary Sewer Backwater Valve Pilot Program in the Western Outfall Sewer Basin

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown maintains a network of sanitary and combined sewer mains within the Western Outfall Trunk Sewer (WOTS) basin which can become surcharged due to inflow and infiltration entering the system during extreme weather events, and

WHEREAS the City of Watertown is subject to an Order on Consent from the New York State Department of Environmental Conservation to correct sewer capacity issues within the WOTS basin contributing to surcharge conditions, and

WHEREAS in response to the Order on Consent, City staff has proposed a short-term goal of establishing a Sanitary Sewer Backwater Prevention Device Reimbursement Pilot Program within a portion of the WOTS basin to mitigate potential surcharging for residents, and

WHEREAS the City will provide for reimbursement of costs up to \$3500 for homeowners who apply for and meet the program requirements for an approved Backwater Valve installation, and

WHEREAS funding for the program will be from the Sanitary Sewer Fund Account,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves creation of the Western Outfall Backwater Prevention Device Reimbursement Pilot Program.

Seconded by _____



City of Watertown New York

Backwater Prevention Device Reimbursement Pilot Program

Western Outfall Drainage Area

The City of Watertown maintains a network of sanitary and combined sewer mains within the Western Outfall drainage basin which can become surcharged due to inflow and infiltration entering the system during extreme weather events. In an effort to mitigate the impact of a potential sewer backup for homeowners, The Watertown City Council has approved a Backwater Prevention Device Reimbursement Pilot Program to assist homeowners with up to \$3500 towards the installation cost of a sewer backflow device on their sewer lateral connection. A properly installed and maintained backwater device can offer homeowners additional protection from a surcharge event.

Who is eligible?

This program is available to the owner of any single family or two-family dwelling within the Western Outfall Pilot Area who submit an application and agree to remove any sump pumps, roof drain or perimeter drain connections from their sewer lateral.

What costs are eligible?

Installation cost of a backwater prevention device by a plumbing contractor up to a maximum of \$3500 including.

- Cost of locating, excavation and exposure of the sewer lateral line (service connection) and installation of a backwater valve and cleanout assembly.
- Disconnection of any roof drain or perimeter drain from the sewer lateral.
- Disconnection of any sump pumps from the sewer lateral.

What costs are not eligible?

- Removal and replacement of interior walls and finishes.
- Use of materials that do not meet the requirements of the City's specifications or codes.
- Ancillary homeowner improvements not necessary to provide sanitary sewer back-up protection of the basement.
- Planting or replacement of new landscaping (bushes, trees, sod, fences, walls, etc.)
- Installing a backwater valve and cleanout when the home already has backflow protection as determined by inspection.



Instructions How to Apply for the Backwater Valve Grant Program

Step 1: Contact the City of Watertown Engineering Department at (315) 785-7740 to get a copy of the program packet or go to the City of Watertown's website and download the packet.

www.watertown-ny.gov/Engineering

Step 2: Complete the Application and the Homeowners Participation Agreement

Step 3: Include with the application, a written cost estimate for the work to be performed from either a plumber licensed to operate in the City of Watertown or a site work contractor working in conjunction with a licensed plumber. The cost estimate should clearly define the scope of the work to be performed together with the specific make & model of backwater prevention device to be installed.

A list of licensed plumbing firms is included with the application package along with recommendations for specific backwater devices.

Step 4: The completed application and cost estimate shall be submitted to the City Engineering Department for review and approval.

There will be no reimbursement for work undertaken prior to an application being approved by the City.

Submit completed applications to:

City of Watertown Engineering Department

Backwater Valve Program Grant Application

245 Washington Street

Watertown, NY 13601

Email: engineering@watertown-ny.gov (Include Backwater Valve in the Subject Line)

It is recommended the applicant make copies of any papers, photos, cost estimates submitted and retain a copy for their records.

Instructions How to Apply for the Backwater Valve Grant Program Cont.

Step 5: After receipt of a completed application, the City will contact the applicant and schedule an on site inspection of the dwelling's basement plumbing to verify the suitability of the backwater valve installation. A City official or a City appointed inspector will also verify whether roof drainage, perimeter drains and/or sump pumps are connected to the lateral and will recommend additional steps which may be necessary for an effective installation of a backwater valve.

Step 6: A written approval including a notice of the grant amount will be issued by the City to the applicant. When the written notification of the grant is received, the Applicant may enter into an agreement with the approved contractor to perform the work. The applicant/contractor will be required to obtain a Sewer Permit from the City Engineering office for the work to be performed. There will be no permit fees for the work covered under this program.

The Applicant will have a maximum of six (6) months after receipt of the written approval of the grant to complete the installation as defined in the application documents. Requests for additional time to complete the installation must be made in writing and must be received at least thirty (30) days prior to the expiration of the six (6) month period. In the event that a grant award expires, an Applicant will be required to resubmit the grant application.

Step 7: In accordance with the City Sewer Permit, the contractor/plumber performing the work should coordinate with the City when the work is being undertaken and provide an opportunity for the completed installation to be inspected prior to backfilling any excavation. A written notice of acceptance will be issued after this inspection. If there are deficiencies with the installation, the City will indicate what deficiencies have been noted and the Applicant will be allowed to correct these deficiencies within thirty (30) days of the inspection.

Step 8: After the work has been inspected and approved, the homeowner needs to pay the full amount to the plumber/contractor and then needs to submit the following:

- Complete Voucher Form for reimbursement
- A copy of a paid and itemized invoice from the plumber/contractor who did the work
- A copy of the cancelled check (both sides) or Credit Card Receipt that the homeowner paid for the work
- Submit to the City of Watertown Engineering Department for processing
- A check will be mailed to the Applicant after all the required paperwork is submitted.

REQUIREMENTS FOR AN ACCEPTABLE BACKWATER PREVENTION INSTALLATION

The following applies to all installations seeking approval under the Backwater Prevention Device Pilot Program

For exterior installation, The backwater valve must be accessible for periodic maintenance and cleaning. Extendable PVC backwater valves are acceptable. If any other method is to be used, the valve installer must submit details for approval with their estimate. The installer should demonstrate to the Applicant how to properly maintain the device installed.

For interior installation, the backwater valve must be placed between the house trap and the outside sewer lateral. Float valves in floor drains do not comply. No other openings (i.e., pit drains, floor drains, etc.) may remain open between the backwater valve and the outside sewer lateral. This may require excavating the existing house trap and moving its location further from the foundation wall. Backwater valves must be accessible and clear of any concrete or other materials which inhibit the opening of the valve for periodic maintenance and cleaning.

Backwater Grant Program. Recommended Backwater Valves:

1. Rector Seal Clean Check Extendable Backwater Valve
2. Jay R. Smith Model 7012S-04 for 4" or 7012S-06 for 6" pipe

If you want to use another manufacturer, please submit a cut sheet of the valve selected along with the application. The plumber/contractor can provide this information for the applicant.

Backwater valves should be periodically inspected and cleaned when necessary. Valve manufacturers provide information regarding this process. A copy of this information should be provided to the applicant.

Also note that **all installers must obtain a Sewer Permit from the City of Watertown Engineering Department prior to the work being started.**

The Department requires twenty-four (24) hours' notice **before** the area is excavated to install the valve. A City representative will coordinate with the contractor/plumber to conduct an inspection of the installed device prior to any cover material being placed in an excavation.

CITY OF WATERTOWN BACKWATER PREVENTION DEVICE PILOT PROGRAM

HOMEOWNER PARTICIPATION AGREEMENT

By accepting the grant funding from the City of Watertown Backwater Prevention Device Pilot Program (the “Program”), the Homeowner understands and agrees to the following:

1. The City of Watertown (the “City”) established the Program to assist residents in protecting their homes from flooding due to sewer backups. The program provides for reimbursement of eligible costs up to a maximum of \$3,500.00.
2. Prior to the installation of any plumbing device, an application shall be submitted to the City for review and approval. No reimbursement will be made for work under the Program which was undertaken prior to notification of an approved application from the City.
3. Reimbursement of eligible items at approved amounts will be made after the work is completed, inspected and approved by the City. A voucher (“Request of Disbursement”) form must be completed and submitted with other documentation, such as the detailed invoice and a copy of the cancelled check (both sides) which proves that the project was paid for, in full, by the Homeowner. Payment will be made only for properly documented, qualified expenses, up to a maximum of \$3,500.00 per Homeowner.
4. The City is wholly independent from any contractors performing the work subject to reimbursement under the Program. By inspecting the work and approving reimbursement under the Program, the City does not warrant the workmanship of any contractor.
5. Nothing herein shall be construed to eliminate any obligations or requirements of the Homeowner under the Charter of the City of Watertown, including, but not limited to Section 231.
6. To the extent permitted by law, the Homeowner hereby covenants and agrees that they shall not, directly or indirectly, assert, file, or pursue any claims, demands, actions, causes of action, suits, or proceedings of any kind whatsoever against the City arising out of or relating to the Program. This covenant not to sue shall be binding upon the Homeowner and their heirs, executors, administrators, personal representatives, successors, and assigns.
7. To the extent permitted by law, the Homeowner shall defend, indemnify and hold harmless the City from and against any and all claims, costs, liabilities, suits, judgments, losses, damages, demands and expenses, including without limitations, attorneys’ fees arising or alleged to arise from personal injuries, including death, or damage to their property of any kind, including the loss of use thereof, resulting from, arising out of or caused by, or claimed to have been caused in connection with the Program, whether or not any action or omission of the City contributed thereto, including, without limitations, all liability imposed by virtue of any law designed to protect persons employed at the work site.

8.The Program is designed to substantially reduce the risk of basement backups. However, the applicant acknowledges that no system is completely fail safe, and there is always some risk of basement sewer backup because of unexpected sewer collapse, obstruction, power failure, extreme environmental conditions or other unforeseen factors. By awarding this grant funding to the Homeowner, the City does not guarantee the prevention of all sewer backup events.

9. Existing foundation drains are necessary to prevent seepage of ground water through walls below grade. The Homeowner is reminded that footing drains, storm water tiles and all perimeter drains must be disconnected from the sanitary system. Storm water/ground water discharges shall be disposed of properly.

10.Proper maintenance and inspection is the Homeowner's responsibility. The Homeowner is responsible for preventative maintenance including regular inspection to ensure proper operation. The backwater valve should be inspected every three (3) to six (6) months to ensure that the device is operating properly, especially before the spring thaw; debris can build up behind the flapper. The plumber/contractor should provide the Homeowner with the manufacturer's recommendation of maintenance requirements.

I understand and agree with all of the above statements and agree to comply accordingly.

Name: _____

Address: _____

Signature _____

Date: _____

Res. No. 11

April 7, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2024-25 Sewer Fund and Capital Fund Budget - Western Outfall Trunk Sewer Backwater Valve Program

The City Council was briefed on March 10th of the benefits of a Backwater Valve Program to address, in part, some of the issues with the Western Outfall Trunk Sewer. The estimated cost of the pilot program is \$350,000 which is recommended to be largely funded from previous funds appropriated for a rebuild of the Lachenauer Pump Station which is a lesser priority currently than addressing issues with the Western Outfall Trunk Sewer.

The attached resolution has been prepared for City Council consideration to authorize using the funds appropriated for the rebuild of the Lachenauer Pump Station along with \$50,000 of fund balance to cover the Backwater Valve Program.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2024-25 Sewer Fund and Capital Fund Budget – Western Outfall Trunk Sewer Backwater Valve Program

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 4, 2024 the City Council adopted the Fiscal Years 2024-25 through 2028-29 Capital Budget as well as the Fiscal Year 2024-25 Sewer Fund Budget, and

WHEREAS City staff is recommending that the Backwater Valve Program beadopted to address, in part, the issues with the Western Outfall Trunk Sewer, and

WHEREAS the City funded \$100,000 in Fiscal Year 2020-21 and \$200,000 in Fiscal Year 2021-22 for a rebuild of the Lachenauer Pump Station that is not considered a priority at the present time, and

WHEREAS staff is recommending transferring these funds to the Western Outfall Trunk Sewer capital project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2024-25 Capital Budget to add the Western Outfall Trunk Sewer Backwater Valve Program at an estimated cost of \$350,000 funded by a transfer from the Sewer Fund, and

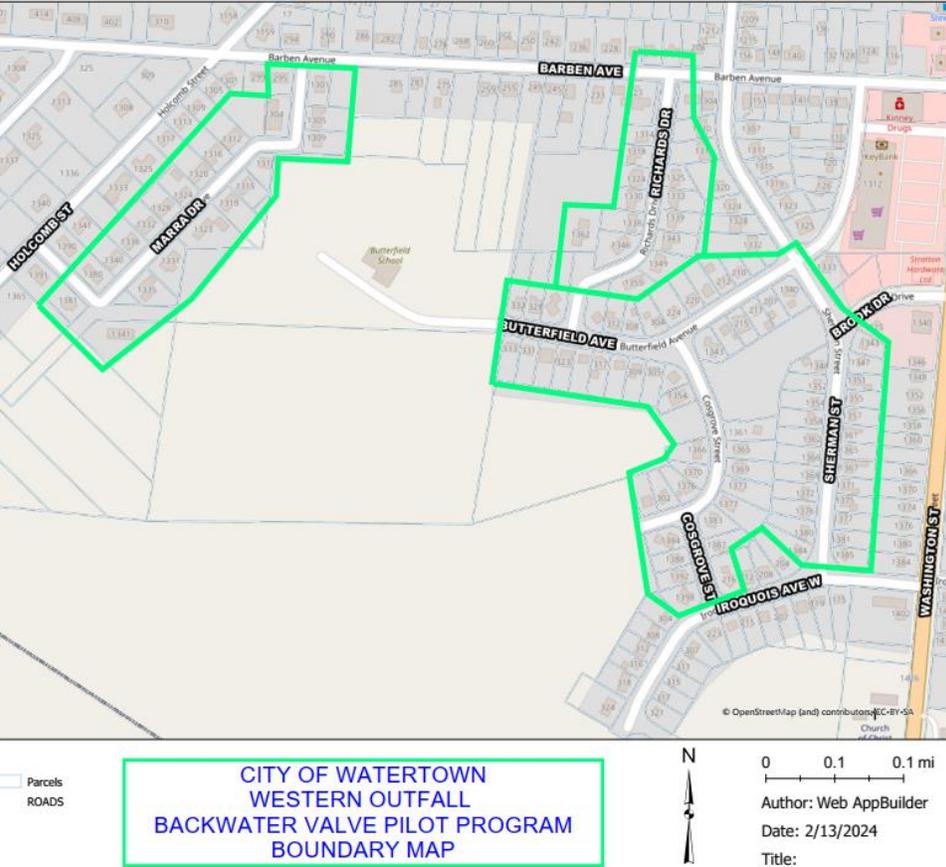
BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2024-25 Sewer Fund Budget to provide funding for the Western Outfall Trunk Sewer Backwater Valve Program:

G.0000.5031 Interfund Transfers	\$ 300,000
G.0000.0909 Appropriated Fund Balance	\$ 50,000
	<u>\$ 350,000</u>
G.9950.0900 Transfer to Capital Fund	<u>\$ 350,000</u>

Secoded by _____

**FISCAL YEAR 2025-2026
CAPITAL BUDGET
INFRASTRUCTURE**

WESTERN OUTFALL TRUNK SEWER BACKWATER VALVE PROGRAM

PROJECT DESCRIPTION	COST
<p>The City of Watertown maintains a network of sanitary and combined sewer mains within the Western Outfall drainage basin which can become surcharged due to inflow and infiltration entering the system during extreme weather events. As part of the City response to the NYS DEC Order on Consent related to the WOTS I&I issues, a Backwater Valve Program was developed in an effort to mitigate the impact of a potential sewer backup for approximately 100 residential parcels within targeted areas of the WOTS drainage basin.</p> <p>The Backwater Prevention Device Reimbursement Pilot Program will assist homeowners with up to \$3500 towards the installation cost of a sewer backflow device on their sewer lateral connection. This request provides funding for this program.</p> <div style="text-align: center; margin-top: 20px;">  <p style="text-align: center; font-weight: bold; color: blue;">CITY OF WATERTOWN WESTERN OUTFALL BACKWATER VALVE PILOT PROGRAM BOUNDARY MAP</p> </div> <p>Funding to support this project will be from a transfer from the Sewer Fund (G.9950.0900).</p>	<p>\$350,000</p>
TOTAL	\$350,000

FISCAL YEAR 2020-2021
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 PUMP STATION

PROJECT DESCRIPTION	COST
<p>Lachenauer Pump Station Rebuild</p> <p>The Lachenauer lift station requires an upgrade to the wet well side of the pump station to accommodate the increase in flow to the station. There have been an increasing number of issues where waste water has been backed up into the laterals and the station's pumps are running continuously to keep up with the flow demand. This could pose a serious issue where waste water could back up into homes in the area.</p>  <p>Funding to support this project will be from a transfer from the Sewer Fund (G.9950.0900).</p>	<p>\$100,000</p>
TOTAL	\$100,000

FISCAL YEAR 2021-2022
 CAPITAL BUDGET
 FACILITY IMPROVEMENT
 WASTEWATER TREATMENT FACILITY

PROJECT DESCRIPTION	COST
<p>Lachenauer Pump Station Rebuild</p> <p>The Lachenauer lift station requires an upgrade to the wet well side of the pump station to accommodate the increase in flow to the station as well as upgrades to the pumps. There have been an increasing number of issues where wastewater has been backed up into the laterals and the station's pumps are running continuously to keep up with the flow demand. This could pose a serious issue where wastewater could back up into homes in the area.</p>  <p>Funding to support this project will be from a transfer from the Sewer Fund (G.9950.0900).</p>	<p>\$200,000</p>
TOTAL	\$200,000

Res No. 12

April 7, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing City of Watertown to Participate in the New York State Lead Rental Registry Program In Conjunction with Jefferson County

The Jefferson County Department of Public Health has expressed their desire to team with the City of Watertown for the mandatory New York State Lead Rental Registry. On February 4, 2025, the Jefferson County Legislature approved a resolution (attached) to execute an agreement with the City of Watertown not to exceed the term of the funding period ending March 31, 2029.

Attached for City Council consideration is a resolution approving the City of Watertown's participation in this program and authorizes City staff to begin developing a process to manage this program through the City's Code Enforcement Office. This will include the scope of work for both Jefferson County and the City of Watertown, staffing and equipment requirements, and program timelines. All funding for this program is provided through a New York State Grant. Once this process is fully developed and approved, a formal agreement with Jefferson County will be presented to Council for consideration prior to being executed.

A revised resolution is being presented to Council with the added language provided by the City Attorney.

RESOLUTION

Page 1 of 1

Authorizing City of Watertown to Participate in the New York State Lead Rental Registry Program in Conjunction with Jefferson County

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS, per New York State Public Health Law Section 1377, a Lead Rental Registry Program must be established by local health departments in 25 communities of concern having the highest numbers of childhood lead poisonings and older rental properties, which may expose families to dangerous lead levels from peeling and chipping lead paint and dust, and

WHEREAS, the Program requires landlords in communities of concern to remove sources of lead exposure in pre-1980 rental units, and

WHEREAS, the City of Watertown is identified as a community of concern, and

WHEREAS, Jefferson County accepted a grant totaling \$554,200 in annual funding for the period April 1, 2024 through March 31, 2029 to address lead exposure concerns in pre-1980 rental units in the City of Watertown, and

WHEREAS, Jefferson County would like a portion of funds to be passed through to the City of Watertown to support the establishment and operation of the Lead Rental Registry Program inspection components through its Codes Enforcement Office,

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown agrees to explore the possibility of collaboratively operating the Lead Rental Registry Program alongside Jefferson County Public Health Service, and

BE IT FURTHER RESOLVED the City Council authorizes City Staff to work with Jefferson County to negotiate an Intermunicipal Agreement (IMA), subject to City Council approval, setting forth the respective obligations of the two governmental bodies with respect to the Lead Rental Registry Program.

BE IT FURTHER RESOLVED that the IMA must identify the source of funds to support the creation and ongoing operation of the Lead Rental Registry Program.

Seconded by _____

Ord No. 1

April 7, 2025

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of a 0.65-acre Section of VL Roundhouse Drive, Parcel Number 9-43-101.211, from Industrial to Residential

John Bellanger has submitted the above subject request to change the approved zoning classification of a 0.65-acre portion of VL Roundhouse Drive, Parcel Number 9-43-101.211 from Industrial to Residential.

The Planning Commission reviewed the request at its March 4, 2025 meeting and adopted a motion recommending that City Council change the approved zoning classification as requested. Attached is the complete zone change application, Staff's report to the Planning Commission and copy of the Planning Commission's meeting minutes.

The City Council must hold a public hearing on the ordinance before it may vote. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, April 21, 2025. A SEQRA resolution will be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 2

Changing the Approved Zoning Classification of a 0.65-Acre Section of VL Roundhouse Drive, Parcel Number 9-43-101.211 from Industrial to Residential

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS John Bellanger has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of a 0.65-acre section of VL Roundhouse Drive, Parcel Number 9-43-101.211 from Industrial to Residential, and

WHEREAS the Planning Commission of the City of Watertown considered the zone change request at its March 4, 2025 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on April 21, 2025, after due public notice, and

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

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of a 0.65-acre section of VL Roundhouse, Parcel Number 9-43-101.211, BEGINNING at a point in the West bounds of "Parcel 2" conveyed to US Foods, Inc. by Deed recorded in the Jefferson County Clerk's Office on July 14, 2023 as Instrument Number 2023-10420, the southeast terminus of Roundhouse Drive; THENCE along the bounds of said "Parcel 2" the following three (3) courses and distances; 1) In a southwesterly direction along a curve to the West having a radius of 283.00', a distance of 92.44' to a point, said point being situate a direct tie of S. 32 deg. 59 min. 46 sec. W., a distance of 92.03' from the point of beginning; 2) S. 42 deg. 21 min. 15 sec. W., a distance of 459.23' to a point; 3) N. 86 deg. 51 min. 32 sec. W., a distance of 20.12' to a 1/2" iron pipe found at the northeast corner of a parcel of land conveyed to Ironbell LLC by Deed recorded in the Jefferson County Clerk's Office on October 21, 2022 as Instrument Number 2022-18685; THENCE continuing N. 86 deg. 51 min. 32 sec. W., along the North bounds of said lands of Ironbell LLC a distance of 50.00' to a point; THENCE passing through the aforementioned 131.161 acre parcel the following three (3) courses and distances; 1) N. 47 deg. 19 min. 16 sec. E., a distance of 50.00' to a point; 2) N. 42 deg. 21 min. 15 sec. E., a

ORDINANCE

Page 2 of 2

Changing the Approved Zoning Classification of a 0.65-Acre Section of VL Roundhouse Drive, Parcel Number 9-43-101.211 from Industrial to Residential

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

distance of 453.75' to a point; 3) In a northeasterly direction along a curve to the West having a radius of 233.00', a distance of 76.11' to a point in the South boundary of Roundhouse Drive, said point being situate a direct tie of N. 32 deg. 59 min. 47 sec. E., a distance of 75.77' from the last mentioned point; THENCE S. 66 deg. 21 min. 43 sec. E., along the South boundary of Roundhouse Drive a distance of 50.00' to the point of beginning, containing 0.65 acres of land, shall be changed from Industrial to Residential, and

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

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY PLANNING COMMISSION

ROOM 305, WATERTOWN CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

(315) 785-7741

MEETING: March 4, 2025

PRESENT:

Michelle Capone, Chair

Scott Garrabrant

Maryellen Blevins

Lynn Godek

Peter Monaco

ALSO:

Michael A. Lumbis, Planning and
Community Development Director

Geoffrey Urda, Senior Planner

Joseph Albinus, Planner

ABSENT:

Linda Fields

T.J. Babcock

Planning Commission Chairperson, Michelle Capone, called the March 4, 2025, Planning Commission meeting to order at 6:02 p.m. Ms. Capone then asked for a motion regarding the minutes from the February 4, 2025 meeting. Maryellen Blevins made a motion to accept the minutes as written. Scott Garrabrant seconded the motion and all voted in favor.

Ms. Capone then asked about the minutes from the November 5, 2024 meeting. Michael Lumbis clarified that the Planning Commission would need a motion to take it from the table. Peter Monaco then made a motion to remove it from the table. Ms. Blevins then seconded the motion and all voted in favor. Ms. Capone then made sure that the minutes were updated to include their comments. Ms. Blevins then clarified that she wanted to make sure the relevant information was in writing since they had not received it in writing and wanted it in the minutes. Geoffrey Urda then detailed the changes from the original draft of the minutes. The edit was that Ms. Blevins cited page 2 of the memorandum that the applicant hadn't described what would be stored in the building as that it could affect the type of building material that could be used while getting a building permit from code enforcement. The paragraph was amended to say that Ms. Blevins asked if the applicant had provided it in writing. The applicant verbally stated everything that would be stored. Ms. Blevins then said that the statement on the record should suffice to satisfy the quoted language in the memorandum. Ms. Capone then asked for a motion to accept the revised minutes. Ms. Blevins made a motion to accept the minutes from the November 5, 2024 meeting as revised. Mr. Monaco seconded the motion and all voted in favor.

PUBLIC HEARING – 117 HANEY STREET SUBDIVISION

Ms. Capone read aloud the public hearing notice for the subdivision of 117 Haney Street that had been published in the *Watertown Daily Times* and opened the public hearing at 6:05 p.m. Hearing no one speak, Ms. Capone closed the public hearing at 6:06 p.m.

PUBLIC HEARING – 497 NEWELL STREET SPECIAL USE PERMIT

Ms. Capone then read aloud the public hearing notice for the Special Use Permit at 497 Newell Street that had been published in the *Watertown Daily Times* and opened the public hearing at 6:06 p.m. Kristina Wheeler, owner of 324 Howk Street, then addressed the Planning Commission. Ms. Wheeler stated that she has been a resident at 324 Howk Street for 17 years. She stated that there are two breweries already near her residence. She then stated that she has been and still is raising a family in this neighborhood and would like to still do so for a few years in the future. She expressed that there is currently a parking problem around her area and that she has had to call the police numerous times to get people out of her driveway apron. She said that she wants the safety issue to be addressed and feels that a new brewery going in would only worsen the parking issues. Additionally, she said fire trucks and other vehicles would have trouble getting through. She also said there are children playing and more cars pose a safety issue. She also stated that there are drunk people, and they can get belligerent to the point of disruption.

Ms. Capone then asked for any further public comments. Hearing no additional comments, she closed the public hearing at 6:10 p.m.

SUBDIVISION FINAL PLAT APPROVAL – 117 HANEY STREET PARCEL NUMBER 9-16-103.000

The Planning Commission then considered a request for Subdivision Final Plat Approval submitted by Paul Bragger P.L.S. of Black River Land Surveying Co. on behalf of Jenette Orto for a two-lot subdivision of 117 Haney Street, Parcel Number 9-16-103.000.

Mr. Bragger attended to represent the request. He approached the stand and noted that what was happening was basically a lot line adjustment. Giving some history of the spot, he said that when Haney Street was built, everything was built perpendicular to the street. However, the lot lines are at a slight slant, meaning adjacent property lines are not at a 90-degree angle to the Right-of-Way. He stated they are trying to adjust the lot lines so the driveway at 121 Haney Street was on the appropriate property. He stated that when the initial house was built, the builders probably didn't know the actual lot lines.

Ms. Capone then asked him if Ms. Orto owned both parcels. Mr. Bragger then clarified that she used to, but now Calcium Properties, LLC owns 121 Haney Street.

Ms. Capone asked if there was a transfer of funds for the land and how it happened without a clean survey. Mr. Bragger then said that he presented the survey to the purchasers, and they used it. He then said the purchasers agreed at the closing that they would do the line adjustment later. Ms. Capone then asked if Ms. Orto would just subdivide it to Calcium Properties, which Mr. Bragger confirmed.

Ms. Capone asked if there were any questions, and hearing none she mentioned moving onto the State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF).

Joseph Albinus then clarified that the first recommended contingency of approval, related to changing the suggested description of the assemblage parcel, had already been fulfilled and

need not be part of a motion to approve. Ms. Capone said that it could be removed from the summary items.

There was slight confusion over the second summary item, the applicant providing an updated SEQR containing the applicants signature, and whether it applied to Part 1 or Part 2 of the Short EAF. Mr. Albinus clarified that the condition applied to Part 1 and the applicant had satisfied it.

Ms. Capone then asked Mr. Bragger if he would submit a drawing with heavier line weights. Mr. Albinus then showed Mr. Bragger what exactly was meant by the comment.

The Planning Commission eliminated the first two conditions in staff's memorandum because the applicant fulfilled them.

The Planning Commission then reviewed and answered each question on the Short EAF answering "no" to all of them. Ms. Godek moved to issue a negative declaration for the proposed subdivision according to the requirements of SEQRA. Mr. Garrabrant seconded the motion and all voted in favor.

Mr. Monaco made a motion to grant Subdivision Final Plat Approval for the request submitted by Paul Bragger, P.L.S. of Black River Land Surveying Co. on behalf of Jenette Orto for a two-lot subdivision of 117 Haney Street, Parcel Number 9-16-103.000, contingent upon the following:

1. The applicant shall modify the drawing to include heavier line weights around the 0.018-acre section of land that is being subdivided and use normal line weights around the remaining property lines.
2. The applicant shall assemble the 0.018-acre subdivided section of land with Parcel Number 9-16-102.000, located at 121 Haney Street into a single parcel, by way of a new metes and bounds description that is filed with the Jefferson County Clerk.

Ms. Blevins seconded the motion and all voted in favor.

**ZONE CHANGE – VL ROUNDHOUSE DRIVE
PARCEL NUMBER 9-43-101.211**

The Planning Commission then considered a request submitted by John Bellenger to change the approved Zoning Classification of a 0.65-acre portion of Parcel Number 9-43-101.211 from Industrial to Residential.

Ms. Capone then asked if the Commission had any questions. She noted that at the February 2025 meeting, the Planning Commission had approved a Subdivision for this land. This application would rezone that land to Residential so it would not result in a split-zoned parcel. She asked for any questions.

Hearing no questions, Ms. Capone then asked for a motion to recommend approval. Mr. Monaco made a motion to recommend that City Council approve the request submitted by John

Bellenger to change the approved Zoning Classification of a 0.65-acre portion of Parcel Number 9-43-101.211 from Industrial to Residential. Ms. Blevins seconded the motion and all voted in favor.

**SPECIAL USE PERMIT – 497 NEWELL STREET
PARCEL NUMBER 7-08-109.000**

The Planning Commission then considered a request submitted by Jeffery Walsh for a Special Use Permit to allow a restaurant/brewery in a Neighborhood Mixed Use District. Ms. Capone then mentioned that there were several summary items in Staff's Memorandum that the Planning Commission would like the applicant to address and asked if Mr. Walsh had received those comments. Mr. Walsh confirmed he did. She then asked him to go over the project.

Mr. Walsh then described that he would be opening a brewpub/restaurant at the location. Additionally, he said he would be applying for a beer/wine/cider/liquor application. He said his restaurant would specialize in small batch brews and wines of international flavors as well as food. He said he would have a standard menu and feature a country every month with a side menu.

Ms. Capone asked how large the seating capacity was. Mr. Walsh replied that they could seat around 60-to-65 people. Ms. Capone then asked Mr. Walsh to confirm that the proposed hours of operation were 3-11 p.m. on Tuesdays through Fridays and 12-11 p.m. on Saturdays and Sundays. Mr. Walsh replied in the affirmative.

Ms. Capone asked how and when deliveries would occur. Mr. Walsh then said that while he doesn't have a fixed day of the week, he should be getting food and janitorial supplies once a week in the mornings. For beer and wine, he said deliveries would be to the business address once a week on a small truck.

Ms. Capone then asked for clarification on dumpsters, such as if Mr. Walsh proposed more, if they would meet requirements of the Zoning Ordinance. He replied that there is currently one dumpster on the site and after speaking with the owner, he believed the last commercial tenant shared the dumpster with the upstairs apartments and he assumed that the dumpster was in compliance.

Ms. Capone asked Mr. Lumbis if he knew if the dumpster was in compliance. Mr. Lumbis stated that the current dumpster predated the current Zoning Ordinance, so it is grandfathered in. Mr. Lumbis then said that if there is a new one added it will have to be brought into conformance.

Ms. Capone then asked about the kitchen waste, and it being organic. Mr. Walsh then said that the normal food waste would go into the dumpster. He said that the grains would be offered up to a local farmer for free for food for local livestock. Ms. Godek then asked how the grain would be stored in the interim of getting picked up. Mr. Walsh replied that he would store it in 50 Gallon drums.

Ms. Capone then said that the Planning Commission must complete parts 2 and 3 of the short EAF. Then Mr. Walsh would have to obtain a Building Permit, Sign Permit and pass fire inspection.

Ms. Capone then asked for clarification on proposed parking for the restaurant; specifically asking if the rear lot would be open to customers or just tenants of the building. Mr. Walsh stated his goal is that he will be marketing to people primarily within the neighborhood. He said the parking lot behind the building is for upstairs apartment tenants only. Mr. Walsh believes that there is plenty of public parking around the building and is a big proponent of ride sharing and would go out of his way to advertise ride sharing. He said he really enjoys the space downtown and wants to be part of the future of walking downtown.

Mr. Walsh said that he had considered going closer to Interstate 81, but that wasn't really something he wanted to do, he wanted to be more in a neighborhood.

He said he is newer to the area, so he does not know how much existing traffic is in this area on Friday and Saturday nights.

Mr. Monaco then stated that he had worked for the City in that area for 30 years, so he knew what Ms. Wheeler was talking about regarding the traffic and parking issues. He said that City employees park in the big parking lot west of 1812 on the River and are in the area frequently, especially during the winter when the night shifts start. He knows the restaurant gets deliveries in the early morning which contributes to the parking problems.

Mr. Monaco then asked Mr. Lumbis about the possibility of a No Parking Ordinance on the east side of Howk Street. Mr. Lumbis said an ordinance would have to be approved by the City Council. He said that the Planning Department could discuss the issue with the Complete Streets Committee to start the discussion and make a recommendation to the City Council. Mr. Urda then said that the committee consisted of representatives from Planning, Engineering, Public Works and the Watertown Police Department.

Mr. Monaco then said that would help get things snowballing; it wouldn't help the applicant but would help people around the area as it is tough to get through at night, especially for snowplows. He said he felt that the congestion needs to be addressed by someone in some way.

Ms. Blevins agreed with Mr. Monaco and said that she felt that ride share suggested by Mr. Walsh would be less common. She said that the brewery would potentially bring 30 additional cars to the area per night and that Ms. Wheeler said that cars were already a problem. She felt that it might need to be a condition of the Special Use Permit because if it was not, it might slide by and grow worse.

Mr. Monaco stated that parking is a nightmare on weekends and that DPW occasionally had to put barrels in the lot so that the plows can get out. He added that originally the parking lot west of 1812 on the River had parallel parking along the north side of the street but that is no longer in use.

Ms. Godek said that while the Comprehensive Plan supports business in the area, the City needs to be able to support existing residences there as well and echoed other Commission members' recommendation for a No Parking Ordinance on the east side of Howk Street.

Ms. Blevins then reiterated her concern that if something wasn't added to the requirements, then the issue would go unaddressed. Mr. Monaco reminded everyone that only the City Council could adopt a No Parking Ordinance.

Mr. Urda then gave a quick rundown of the existing parking in the area and discussed recommendations for the area contained in the Downtown – Riverfront Parks Connection Feasibility Study. Mr. Urda then clarified that the adopted plan is not set in stone, it is just a vision. He said the plan is to convert Howk Street into a one-way northbound and that parallel spaces would be marked and would make parking easier to enforce.

Mr. Monaco then asked when it was happening, and Mr. Urda said that it could possibly be within the next five years. Ms. Blevins then said that is a long time.

Ms. Capone then said that the parking issues need to be addressed even though the business is a good idea, and the City needs to come up with an idea for parking.

Jake Johnson, the owner of the parcel, then talked about his time in the City of Watertown. He had dealt with traffic jams when he lived on Mullin Street and had lobbied to no effect. He then mentioned that the area around 497 Newell Street has a separate City issue that is not being fixed that caused his previous commercial tenant in that space to leave.

Ms. Capone then asked Mr. Johnson if he could make any parking space available in the back. Mr. Johnson then replied that it was very tight. He mentioned another property where he had to tear down a carriage house for parking. He then mentioned the State Street market as another case where he had to spend a lot of money to get parking. He mentioned a few other properties with parking issues that were comparable.

Ms. Godek then mentioned that she agreed with Mr. Johnson that parking concerns should not solely be on the business, and there are some things that the City should take care of.

Mr. Monaco then asked for some clarification of issues not related to 497 Newell Street. A brief discussion followed and then Ms. Capone asked for the discussions to focus on Newell Street.

Ms. Capone then reiterated she would like to stick to the discussion at hand, saying that she didn't think that anyone in the City was opposed to the business itself, but that parking was one of the main concerns. She said Mr. Monaco had a good idea with no parking on the east side of the street, and was wondering if they could get that going faster. She then asked Mr. Lumbis what the City could do.

Mr. Lumbis then said the Planning Commission could make a recommendation to the City Council outside of any motion to approve the Special Use Permit.

Ms. Godek mentioned prohibiting parking on certain days, such as odd/even parking, but Mr. Monaco said it would be simpler if parking were prohibited on one side all of the time.

The Commission then discussed completing the SEQR form. Mr. Urda explained the difference between answering "No or small impact may occur" and "Moderate to large impact may occur," and that answering the latter does not preclude them from making a negative declaration.

The Planning Commission then reviewed and answered each question on the Short EAF answering no to all of them, except Question 5, where the Planning Commission determined that a moderate increase in traffic may occur, but that it would not have an adverse environmental effect. After completing the form, Ms. Blevins moved to issue a negative declaration for the proposed special use permit according to the requirements of SEQRA. Mr. Monaco seconded the motion and all voted in favor.

Mr. Urda then said that Ms. Capone wouldn't be able to sign this SEQR form yet, as he would need to write an explanation in Part 3 supporting the Planning Commission's conclusion.

Ms. Godek then asked where the Planning Commission could put the recommendation for no parking on the east side of Howk Street. After some discussion, the Planning Commission agreed that they would make a separate motion to that effect.

Ms. Godek then made a motion to approve the request for a Special Use Permit submitted by Jeff Walsh to allow a Restaurant/Brewpub in a Neighborhood Mixed Use District at 497 Newell Street, Parcel Number 7-08-109.000, contingent upon the following:

1. The applicant shall obtain a Building Permit and a Sign Permit from the Bureau of Code Enforcement.

Mr. Garrabrant seconded the motion and all voted in favor.

Ms. Capone then said she was sorry that the City was unable to accommodate the request on Mullin Street and she hopes Howk Street will be better. She said the Planning Commission understands where Mr. Johnson is coming from, and they hope to initiate the discussion with the City about parking.

Ms. Capone then asked for a motion. Ms. Godek then made a motion to recommend that City Council adopt an Ordinance banning parking on the east side of Howk Street and asked Staff to make it a priority in support of business development and the Comprehensive Plan. Ms. Blevins seconded the motion and all voted in favor.

Ms. Capone then said she thought the meeting went well and that there was a good process to address the various issues. Mr. Monaco then told Mr. Johnson said that he hopes things go well for him. Ms. Capone then said she was trying to keep everyone on task and thanked people for discussion.

Ms. Capone then asked for a motion to adjourn. Ms. Blevins then made a motion to adjourn. Ms. Godek seconded the motion and all voted in favor. The meeting was adjourned at 7:09 p.m.

Respectfully submitted,

Joseph Albinus
Planner



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: Joseph Albinus, Planner

SUBJECT: Zone Change – A portion of **VL Roundhouse Drive**, Parcel Number 9-43-101.211

DATE: February 27, 2025

Request: To Change the Approved Zoning Classification of a 0.65-acre portion of Parcel Number 9-43-101.211 from Industrial to Residential.

Applicant: John Bellanger

Owner(s): City of Watertown

SEQRA: Unlisted

County Review: No

Comments: The applicant seeks to rezone the southeasternmost 0.65 acres of the subject parcel from Industrial to Residential. The applicant recently obtained Subdivision Approval to split the 0.65-acre section from the rest of VL Roundhouse Drive, and he wishes to assemble it with his adjacent parcel at VL-4 Massey Street South, which is currently zoned Residential. The rezoning will create uniform Zoning across the entire assembled parcel. If approved, the applicant plans to construct a single unit dwelling on the property. Acquiring the 0.65-acre strip of land from the City will enable the applicant to construct a driveway that would provide vehicular access to VL-4 Massey Street South parcel from the south end of Roundhouse Drive.

Existing Conditions: The subject parcel is presently classified as Industrial Vacant land. Much of the parcel is within a floodplain or in a wetland. The piece of land that the applicant proposes to purchase from the City is not within a floodplain or wetland.

Currently, the adjacent parcels to its north are respectively zoned Residential and Commercial and are being used as single family residential and storefronts. However, these are all over 1,000 feet

away from the subject 0.65-acre strip of land. The parcels to the east are zoned Industrial and are being used as warehouses. The parcels to its south and west are zoned as residential, the parcels to its south are vacant, but the parcels to its west contain houses.

Zoning and the Comprehensive Plan: The City's adopted Comprehensive Plan recommends the future land use for this area as Open Space. The Comprehensive Plan describes Open Space as:

“These areas are located throughout the city and are generally existing parks and playgrounds. There are additional areas to be considered, such as the south and southwest portions of the city where a large wetland system is located. These are areas that can serve as connections between neighborhoods and the broader regional system. Active and passive recreational uses should be considered in these areas such as nature trails, educational components, bird watching, jogging, and mountain biking.”

A single-family residential use is compatible with the philosophy of it being open space as it will not take up a lot of land compared to other uses.

Miscellaneous: The City Council adopted a Resolution at its January 6, 2025, meeting authorizing the sale of the 0.65-acre section of land to Mr. Belanger. The Planning Commission then granted Subdivision Approval at its meeting on February 4, 2025, subject to six conditions, one of which was rezoning the 0.65-acre section of land from Industrial to Residential.

Staff has included an updated Tax Map for this area.

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 Planning Commission is responsible for making a recommendation to the City Council. The City Council, as the lead agency, will complete Part 2 of the EAF and make a determination of significance.

cc: John Bellanger, 20195 State Route 3, Watertown, NY 13601
Thomas Compo, P.E. City Engineer
Dana Aikins, Code Enforcement Supervisor
City Council Members



City of Watertown
ZONE CHANGE APPLICATION FORM

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

Received:

PROPERTY INFORMATION:

PROPERTY ADDRESS: VL ROUNDHOUSE DRIVE

TAX PARCEL NUMBER(S): 9-43-101.211

CURRENT ZONING DISTRICT: INDUSTRIAL PROPOSED ZONING DISTRICT: RESIDENTIAL

APPLICANT INFORMATION:

APPLICANT NAME: JOHN BELLANGER

APPLICANT MAILING ADDRESS: 20195 STATE ROUTE 3, WATERTOWN, NEW YORK 13601

PHONE NUMBER: 315-778-4037 E-MAIL: ET20197@GMAIL.COM

PROPERTY OWNER INFORMATION (if different from applicant):

PROPERTY OWNER NAME: CITY OF WATERTOWN

PROPERTY OWNER MAILING ADDRESS (if different from subject parcel): 245 WASHINGTON STREET, WATERTOWN, NEW YORK 13601

PHONE NUMBER: 315-785-7730 E-MAIL: PLANNING@WATERTOWN-NY.GOV

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

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

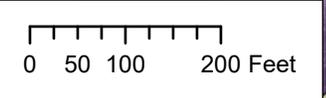
*See appendices for further information

Applicant Signature:  Date: 2/10/25

Property Owner Signature (if different) _____ Date: 2/10/25

Legend

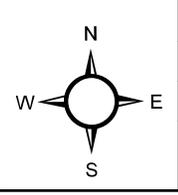
-  Planned Development District
-  City Center Overlay
-  Waterfront Overlay
-  Downtown
-  Residential
-  Neighborhood Mixed Use
-  Urban Mixed Use
-  Commercial
-  Planned Campus
-  Industrial
-  Parks & Open Space
-  REQUESTED ZONE CHANGE



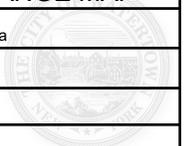
CITY OF WATERTOWN GIS
 245 WASHINGTON STREET
 2ND FLOOR
 WATERTOWN, NEW YORK 13601
 (315) 785-7793
 gis@watertown-ny.gov

Industrial to Residential
 Part of VL Roundhouse Dr
 (9-43-101.211)

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



ZONE CHANGE MAP	
Requested By: G. Urda	
Author: mowen	
Date: 2/28/2025	
Scale : 1 in= 200 ft	



JOHN BELLANGER

20195 ROUTE STATE ROUTE 3

WATERTOWN, NEW YORK 13601

FEBRUARY 8, 2025

TO: CITY OF WATERTOWN, NEW YORK 13601

FOR: COVER LETTER FOR ZONING CHANGE APPLICATION FORM

ATTN: PLANNING DEPARTMENT, MICHAEL LUMBIS, DIRECTOR

I am the owner of parcel 9-29-101.002 in the city of Watertown, New York 13601. I wish to purchase a 50' x 600' portion of an adjacent city owned property, which is parcel 9-43-101.211. The parcel that I own is landlocked and I would like to gain vehicular access to Roundhouse Drive. The Watertown City Council has accepted my offer to purchase. The Watertown Planning Board has approved the purchase. The next step in this process is for the City of Watertown Zoning Board to approve the zoning change of the 50' x 600' portion of the city owned parcel, 9-43-101.211, from Industrial to Residential, so that the two parcels can be combined into one parcel. Thank you for your consideration.

Sincerely,

John Bellanger

Kovach Land Surveying, P.C.
7557 South State Street, Suite 2
Lowville, New York 13367
Telephone (315) 874-4318

Revised February 7, 2025 - Survey No. 23160-3

Proposed Deed Description;

0.65 Acre Parcel

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Watertown, County of Jefferson, and State of New York, intending to describe a portion of a 131.161 acre parcel of land conveyed by Owasco River Railway, Inc. to City of Watertown by Deed dated November 1, 1985 and recorded in the Jefferson County Clerk's Office on February 7, 1986 in Book 1012 of Deeds at page 255, said parcel being bounded and described as follows:

Beginning at a point in the West bounds of "Parcel 2" conveyed to US Foods, Inc. by Deed recorded in the Jefferson County Clerk's Office on July 14, 2023 as Instrument Number 2023-10420, the southeast terminus of Roundhouse Drive;

Thence along the bounds of said "Parcel 2" the following three (3) courses and distances;

- 1) In a southwesterly direction along a curve to the West having a radius of 283.00', a distance of 92.44' to a point, said point being situate a direct tie of S. 32 deg. 59 min. 46 sec. W., a distance of 92.03' from the point of beginning;
- 2) S. 42 deg. 21 min. 15 sec. W., a distance of 459.23' to a point;
- 3) N. 86 deg. 51 min. 32 sec. W., a distance of 20.12' to a ½" iron pipe found at the northeast corner of a parcel of land conveyed to Ironbell LLC by Deed recorded in the Jefferson County Clerk's Office on October 21, 2022 as Instrument Number 2022-18685;

Thence continuing N. 86 deg. 51 min. 32 sec. W., along the North bounds of said lands of Ironbell LLC a distance of 50.00' to a point;

Thence passing through the aforementioned 131.161 acre parcel the following three (3) courses and distances;

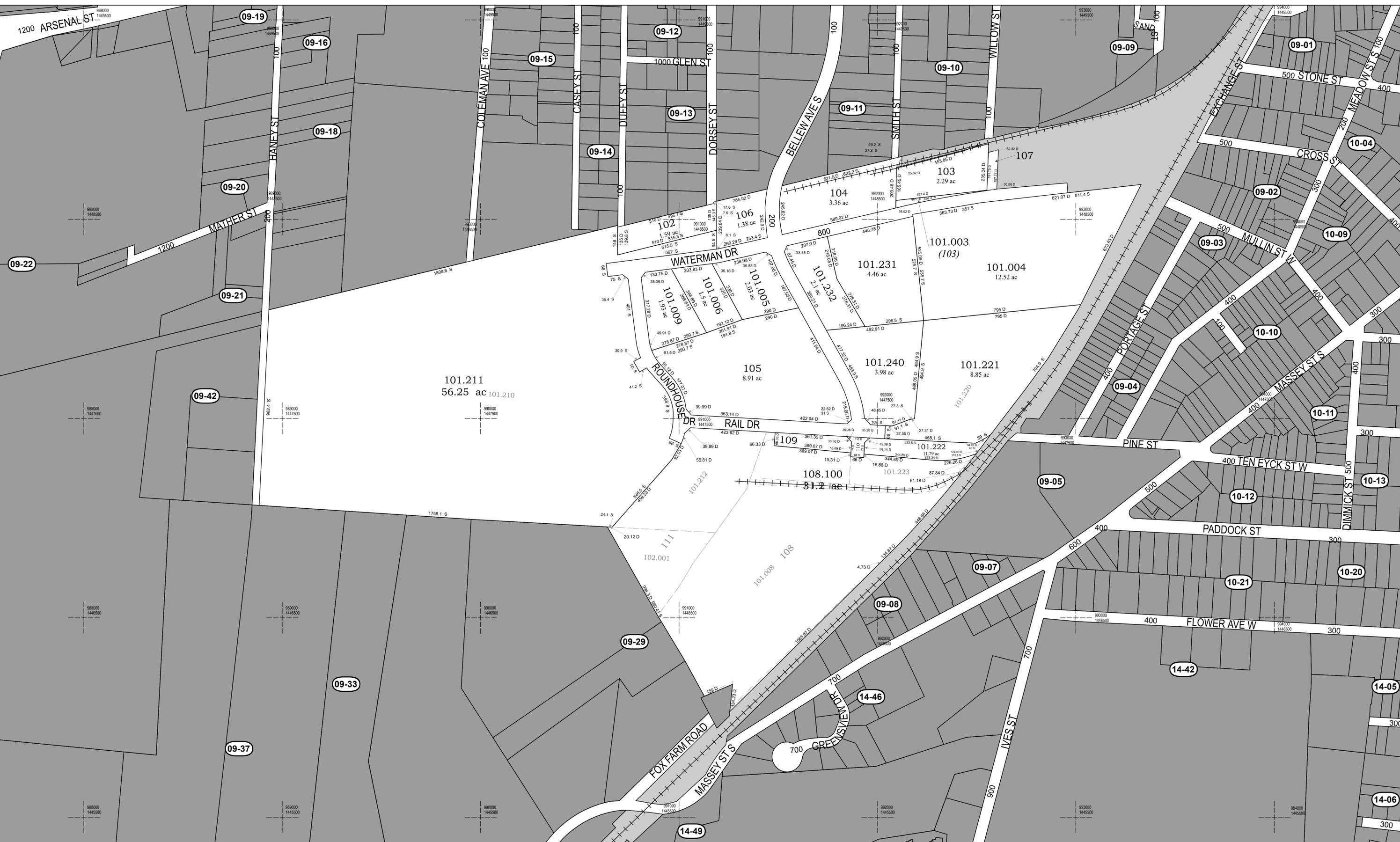
- 1) N. 47 deg. 19 min. 16 sec. E., a distance of 50.00' to a point;
- 2) N. 42 deg. 21 min. 15 sec. E., a distance of 453.75' to a point;
- 3) In a northeasterly direction along a curve to the West having a radius of 233.00', a distance of 76.11' to a point in the South boundary of Roundhouse Drive, said point being situate a direct tie of N. 32 deg. 59 min. 47 sec. E., a distance of 75.77' from the last mentioned point;

Thence S. 66 deg. 21 min. 43 sec. E., along the South boundary of Roundhouse Drive a distance of 50.00' to the point of beginning, containing 0.65 acres of land.

Subject to any private or municipal rights pertaining to utilities crossing the described premises.

Subject to any other rights, restrictions and reservations of record.

Intending to convey the 0.65 acre parcel described herein to Ironbell LLC to be assembled with Tax Parcel 9-29-101.002.



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

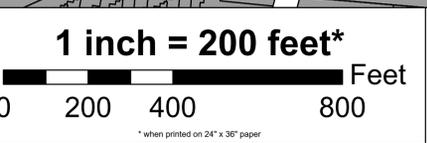
For Tax Purposes Only
Not to be Used for Conveyance

NAD 83 STATE PLANE
 CENTRAL ZONE, US FEET

Parcel	Date	Parcel	Date
9-26-102.001	8/04/2022	9-43-101.008	03/06/2020
9-43-101.220	03/06/2020	9-43-101.223	07/25/2023
9-43-101.010	07/25/2023	9-43-101.210	09/01/2020
9-43-101.212	8/04/2022	9-43-108.000	07/25/2023
9-43-111.000	07/25/2023		

Parcel ID	Assessment ID
123	(124,000)

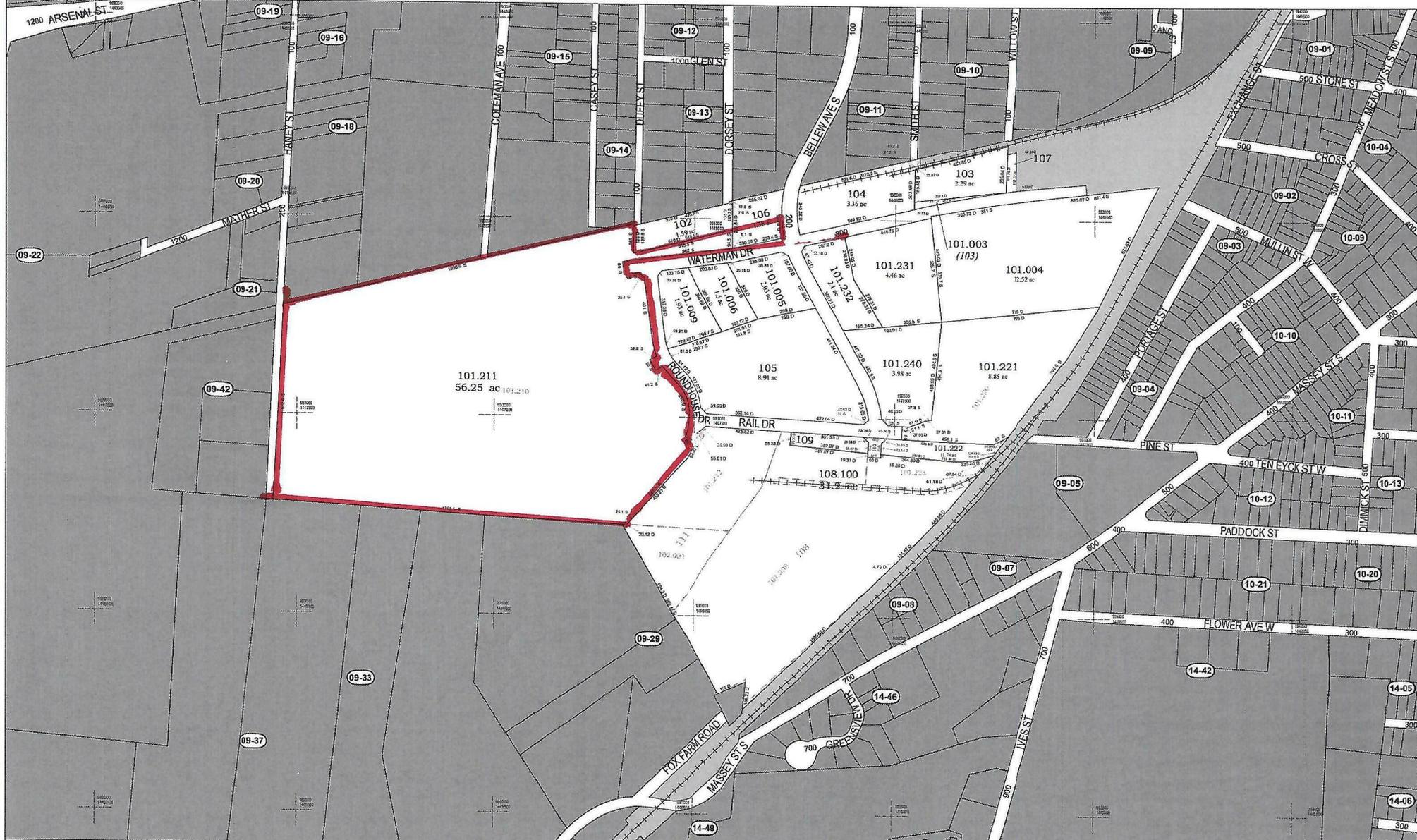
- Property Line
- Historic Property Line
- Building Outline
- Railroad
- City Boundary (124,000)
- School District Boundary



Tax Map
City Of Watertown
 Jefferson County, NY

Section 09 Block 43

Printed Date: 6/3/2024



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

For Tax Purposes Only
Not to be Used for Conveyance

Parcel	Date	Parcel	Date
9-26-102.001	8/04/2022	9-43-101.008	03/05/2020
9-43-101.220	03/06/2020	9-43-101.223	07/25/2023
9-43-101.210	07/25/2023	9-43-101.210	09/01/2020
9-43-101.212	8/04/2022	9-43-108.000	07/25/2023
9-43-111.000	07/25/2023		

Property Line
 Historic Property Line
 Building Outline
 Railroad
 City Boundary
 School District Boundary

Coordinate Grid
 Parcel ID
 Assessment ID
 Indicate Information combined (parenthesis)

1 inch = 200 feet*

0 200 400 800 Feet

*As per printed on 27 x 36" paper



Tax Map
City of Watertown
 Jefferson County, NJ
 Section 09 Block 43
 Printed Date: 6/3/2024

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
SALE OF A STRIP OF VACANT LAND FROM CITY OWNED REAL PROPERTY KNOWN AS VL ROUNDHOUSE DRIVE, PARCEL 9-43-101.211.			
Project Location (describe, and attach a location map):			
VL ROUNDHOUSE DRIVE, WATERTOWN, NY 13601			
Brief Description of Proposed Action:			
I REQUEST A ZONING CHANGE FOR THE STRIP OF VACANT LAND THAT I AM PURCHASING FROM THE CITY OF WATERTOWN FROM PARCEL 9-43-101.211. ONCE THE ZONE CHANGE FROM INDUSTRIAL TO RESIDENTIAL IS COMPLETE, THEN THAT STRIP OF VACANT LAND WILL BE COMBINED WITH MY CITY PARCEL 9-29-101.002.			
Name of Applicant or Sponsor:		Telephone: 315-778-4037	
JOHN BELLANGER		E-Mail: ET20197@GMAIL.COM	
Address:			
20195 STATE ROUTE 3			
City/PO:		State:	Zip Code:
WATERTOWN		NEW YORK	13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval: subdivision approval from the City Planning Commission			YES
3. a. Total acreage of the site of the proposed action?			59.54 acres
b. Total acreage to be physically disturbed?			0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			59.54 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

- Shoreline
 Forest
 Agricultural/grasslands
 Early mid-successional
 Wetland
 Urban
 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?

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

INDIANA BAT, NORTHERN LONG-EARED BAT

16. Is the project site located in the 100-year flood plan?

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes,

a. Will storm water discharges flow to adjacent properties?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

If Yes, briefly describe:

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)?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, explain the purpose and size of the impoundment: _____

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, describe: _____ The property has not been the subject of remediation for hazardous waste, but the NYS DEC environmental site database includes parcels in the general vicinity that have been the subject of remediation for hazardous waste.

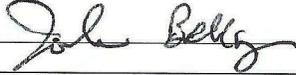
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, describe: _____

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: John Bellanger Date: 2/10/25

Signature:  Title: Applicant

Legend

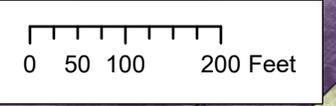
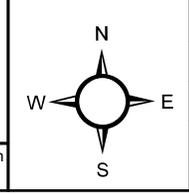
-  Planned Development District
-  City Center Overlay
-  Waterfront Overlay
-  Downtown
-  Residential
-  Neighborhood Mixed Use
-  Urban Mixed Use
-  Commercial
-  Planned Campus
-  Industrial
-  Parks & Open Space
-  REQUESTED ZONE CHANGE



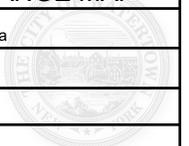
CITY OF WATERTOWN GIS
 245 WASHINGTON STREET
 2ND FLOOR
 WATERTOWN, NEW YORK 13601
 (315) 785-7793
 gis@watertown-ny.gov

Industrial to Residential
 Part of VL Roundhouse Dr
 (9-43-101.211)

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



ZONE CHANGE MAP	
Requested By: G. Urda	
Author: mowen	
Date: 2/28/2025	
Scale : 1 in= 200 ft	



Proposed Local Law No. 1 of 2025

April 7, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: A Local Law Amending Chapter 98 of the Code of the City of Watertown –
Brush, Grass and Weeds

The City Council reviewed proposed legislation to incorporate pollinator gardens into Chapter 98 of the City Code. This draft law was introduced at Council Work Session held on August 12, 2024, and subsequently, discussed in a Staff Report at the Council Meeting held on February 18, 2025. The proposed Local Law was formally presented at the Council Meeting held on March 3, 2025, followed by a public hearing on March 17, 2025.

After a City resident's input regarding the proposed legislation, the inclusion of a landscape barrier option along public sidewalks to maximize space for pollinator gardens was added. Follow-up recommendations were submitted, but due to timing constraints, these suggestions could not be reviewed or considered before the March 17, 2025 public hearing.

There are several pollinator gardens within the City; however, only two residents provided comments at the public hearing. Staff thoroughly reviewed the additional input but do not recommend any further changes to the proposed Local Law. This proposed Local Law, as written, is a good first step for the City and can be revised over time as needed based on community feedback and experience.

The current Brush, Grass, and Weeds code, last updated in 1958, aligns with New York State's Property Maintenance Code, including the 2020 version.

Staff recommends adopting the proposed Local Law as written.

LOCAL LAW

Page 1 of 3

A Local Law amending Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

A Local Law amending Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds.

WHEREAS, the New York Municipal Home Rule Law permits the adoption of local laws by a city in furtherance of the health, safety and welfare of the residents of the city, and

WHEREAS, Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds was adopted for the purpose of establishing exterior property (lawn and yard) maintenance standards, and

WHEREAS, there has been interest within the community to allow for pollinator gardens on private property within the City of Watertown, and

WHEREAS, by allowing lawns to grow longer and letting flowers bloom, nectar and pollen become more available to help pollinators thrive where flora resources are harder to find, especially in more urban areas,

WHEREAS, the City Council of the City of Watertown believes that it is in the best interests of the residents of the City of Watertown to update and amend Chapter 98 of the City Code to allow the growth of pollinator gardens, under certain guidelines,

NOW THEREFORE BE IT ENACTED that the City Council of the City of Watertown, New York, amends Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds to be as follows:

§ 98-1 Restrictions.

A. Whenever in the City of Watertown there shall be growing on any property ragweed, poison ivy or other species of weed, plant or growth which is noxious or detrimental to the public health, or the seed, pollen or other emanation thereof, which, when carried through the air or otherwise dispersed, is noxious or detrimental to the public health, it shall be removed from said premises within five days after written notice is served on the owner, lessee, occupant or any person having control of said property by the Health Officer.

LOCAL LAW

Page 2 of 3

A Local Law amending Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds

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

- B. It shall be unlawful for any owner, lessee or occupant, or any agent, servant, representative or employee of any such owner, lessee or occupant having control of any occupied or unoccupied lot or land or any part thereof in the City of Watertown, to permit or maintain on any such lot or land or on or along the sidewalk, street or alley adjacent to the same between the property line and the curb or for 10 feet outside the property line, if there is no curb, any growth of weeds, grass or other rank vegetation to a greater height than ten (10) inches on the average, or any accumulation of dead weeds, grass or brush.

- C. Pollinator Gardens: intentionally planted gardens designed to support pollinating insects such as bees, butterflies, and other beneficial insects. The Bureau of Code Enforcement is authorized and may, at its discretion, issue permits for pollinator gardens, on public or private property, for each calendar year.
 - 1. Permit Standards.
 - a. Such gardens must be registered with the Bureau of Code Enforcement, providing a complete description and diagram, including the types of plants used, location of plantings and benefits to pollinators.
 - b. Registered pollinator gardens shall be exempt from the height restrictions in Chapter 98. Exceptions:
 - 1. As identified in Chapter 310-92 No structure, fence, landscaping barrier, or shrubbery (including pollinator plants) over three feet in height shall be maintained on any corner lot within a triangular shaped area which is formed and measured starting from a point located the intersection of the two street lines to the points on such lines a distance of 40 feet from their intersection and a line connecting such points.
 - 2. The height restrictions of 10” (inches) (Chapter 98) shall be required within two (2) feet of any public sidewalk or public street, or a fence or landscaping barrier shall be provided which adequately prevents all portions of plants over 10” (inches) from encroaching over the public sidewalk or public street.

LOCAL LAW

Page 3 of 3

A Local Law amending Chapter 98 of the Code of the City of Watertown – Brush, Grass and Weeds

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

- c. Pollinator Gardens shall not be permitted within the City Margin. No portion of the Pollinator Garden shall encroach on any public sidewalk or public street.
- d. Pollinator Gardens shall be cut to a height of 10” (inches) and all cut vegetation and debris removed from the property prior to November 1st each calendar year. Cut vegetation and debris is permitted to be placed in a composting facility Chapter 310-47.

§ 98-2 Removal required after notice.

Such weeds, grass or other rank vegetation or any accumulation of dead weeds, grass or brush shall be cut and removed or caused to be cut and removed from said premises by such persons as often as may be necessary to comply with this chapter within five days after written notice is served on the aforesaid persons by the Health Officer or Superintendent of the Public Works Department.

§ 98-3 Removal by City.

After the period specified, the Health Officer or the Superintendent of the Public Works Department shall have the authority to proceed to clear the property as specified in Chapter 172 of the City Code.

§ 98-4 Penalties for offenses.

In addition to any of the remedies provided for herein, any person, firm or corporation violating any provision of this chapter shall, upon conviction, be subject to a fine of not less than \$50 nor more than \$250 for a first offense; not less than \$100 nor more than \$250 for a second offense; and not less than \$200 nor more than \$250 for a third, or more, offenses, all within the same calendar year. Each day of continued violation is a separate and distinct offense.

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon being filed with the New York Secretary of State.

Seconded by Council Member Clifford G. Olney III

Staff Report

April 7, 2025

To: Honorable Mayor and City Council
From: Eric F. Wagenaar, City Manager
Subject: Consideration of the City of Watertown Flag Display Policy

Background

The City of Watertown recognizes the importance of displaying flags that reflect our community's values, diversity, and heritage. To ensure a clear and consistent process for flag displays at City Hall, staff have developed the attached City of Watertown Flag Display Policy and Application Guidelines for Council's review and consideration.

Policy Overview

The proposed policy coincides with the existing flag policy approved by City Council on February 3, 2025, and establishes a structured process for managing flag display requests and requirements. Key components include:

- **Application Process:** Establishing a formal request process, including submission requirements, review timelines, and Council approval procedures.
- **Event and Display Guidelines:** Outlining responsibilities for applicants, scheduling considerations, inclement weather provisions, and logistical requirements for flag-raising ceremonies.
- **Standardization:** Providing structured procedures to ensure consistency in flag display events.

Policy Intent and Benefits

The Flag Display Policy aims to:

- Maintain consistency in how flag requests are reviewed and approved.
- Provide clear guidance to organizations and individuals seeking to request a flag display.

Council Consideration

Staff recommend the City Council review the proposed Flag Display Policy and provide feedback. If approved, the policy will be implemented to guide future flag display requests at City Hall.

Recommendation

Staff recommend adopting the City of Watertown Flag Display Policy as presented.

Attachments

- City of Watertown Flag Display Policy and Application Guidelines



City of Watertown Flag Display Policy and Application Guidelines

Purpose: The City of Watertown has established this policy to provide clear guidelines for organizations and individuals requesting to display flags at City Hall. This ensures a consistent and respectful approach to flag displays, reflecting the values and diversity of our community.

Eligible Flags:

As of May 2024, the City permits the display of the following flags at City Hall:

- United States Flag
- New York State Flag
- City of Watertown Flag
- POW/MIA Flag
- Tree City USA Flag

Requests to display other than those listed will be considered on a case-by-case basis by the City Council, ensuring they align with the City's values and policies. If approved, the ceremonial flag will displace the City flag for the time it is flown.

Application Process:

To request the display of a flag, applicants must complete the "Flag Display Request Form" which includes:

- Name of the individual or organization making the request
- Purpose and significance of the flag display
- Proposed date(s) for the flag to be flown
- Details of any planned ceremonies or events, including expected attendance. *(Depending on the request, the approval may also be subject to receiving authorization of the use of City property and providing the required certificate of insurance)*
- Specific requests for participation from City leadership or officials

Submission Timeline:

Completed applications must be submitted no later than 30 days prior to the proposed display date or at least two City Council meetings in advance, whichever is greater. This allows adequate time for review and potential approval by the City Council.

Inclement Weather Policy:

In accordance with state guidelines, flags should not be displayed during inclement weather unless an all-weather flag is used. If adverse weather conditions arise, the City reserves the right to delay or cancel raising the flag.

Scheduling Considerations:

- Flag-raising events should not conflict with the Farmers Market or other pre-scheduled City events.
- The City observes specific days for certain flag displays, such as:
 - 10th Mountain Division Birthday (July 15)
 - POW/MIA Recognition Day (third Friday in September)
 - Canada Day (July 1)

On National holidays, only the United States flag will be displayed to honor the significance of these days.

Applicant's Responsibilities:

Approved applicants are responsible for:

- Supplying their own flag, which must be in good condition and meet standard flag size requirements
- Promoting their event and managing media relations
- Providing any necessary equipment, such as sound systems
- Coordinating logistical support, including setup and cleanup

Standardization:

To ensure consistency and ease with execution, the City has developed standard procedures for flag-raising events. Applicants will receive guidelines outlining the process, including designated areas for ceremonies, available resources, and contact information for City staff assistance.

Application Form:

The "Flag Display Request Form" can be obtained from the City Manager's Office. Completed forms and any supporting documentation should be submitted to the City Manager for processing.

For questions or further assistance, please contact:

City Manager's Office
245 Washington Street, Suite 302
Watertown, New York 13601
(315) 785-7730
CityManagersOffice@watertown-ny.gov

By adhering to this policy, the City of Watertown aims to honor diverse heritages, cultures, and causes while maintaining respect for the symbols that unite us.



CITY OF WATERTOWN FLAG DISPLAY REQUEST FORM

APPLICANT INFORMATION:

Name of Organization/Individual: _____

Primary Contact Name: _____

Phone Number: _____

Email: _____

Mailing Address: _____

FLAG DISPLAY REQUEST DETAILS

Name of Flag to be Displayed: _____

Purpose/Significance of Flag Display: _____

Requested Dates for Display:

Will a flag-raising ceremony or event be held? Yes No

If yes, provide event details:

- Date & Time: _____
- Location (if different from City Hall): _____
- Expected Attendance: _____

Will City leadership participation be requested? Yes No

- If yes, specify roles or remarks requested: _____
- _____

Will sound equipment or other logistical support be required? Yes No

- If yes, applicant is responsible for providing necessary equipment.

ACKNOWLEDGEMENTS & AGREEMENTS

Please read and check each box to acknowledge your understanding of the City’s flag display policy:

- I understand that submission of this request does not guarantee approval.
- I understand that I must provide the flag to be displayed, ensuring it is in good condition and meets standard flag size requirements.
- I acknowledge that my organization is responsible for promoting and coordinating our event, including media, sound systems, and logistical needs.
- I understand that only the United States, State of New York and City of Watertown flags will be displayed on national holidays.
- I understand that inclement weather may impact the flag display, and the City reserves the right to delay, reschedule or cancel the display if necessary.
- I agree to comply with all City policies and procedures regarding flag displays.

APPLICANT SIGNATURE

By signing below, I certify that the information provided is accurate and that I agree to abide by all applicable City polices.

Applicant Name (Print): _____

Signature: _____

Date: _____

FOR CITY USE ONLY

Date Received: _____

Council Meeting Date for Potential Approval: _____

Approved Denied Date of Decision: _____

City Official Signature: _____

Notes/Conditions of Approval:



City of Watertown Flag Display Guidelines

The City of Watertown is committed to ensuring that flag display events are conducted smoothly and respectfully. The following guidelines outline the process, designated areas for ceremonies, available resources, and contact information for City staff assistance.

1. General Information

- All flag display requests must be approved in advance through the City's Flag Display Request Form process.
- The requesting organization is responsible for providing the flag, which must be in good condition and meet standard size requirements.
- Flag-raising ceremonies and/or events are optional but must be coordinated with City Staff to avoid conflicts with other scheduled events.
- Ceremonies and/or events are potentially subject to City approval and may require the organization to provide proof of insurance naming the City as an additional insured.

2. Designated Ceremony Area

- Primary Location: The designated area for flag-raising ceremonies is City Hall (unless a different location is requested and approved)
- Backup Location: The City may designate an alternate location in case of unforeseen conflicts or logistical challenges.

3. Event Logistics and Requirements

A. Set-Up and Equipment

- The City does not provide event equipment such as podiums, microphones, or speakers. The requesting organization is responsible for bringing any necessary equipment.

B. Parking and Accessibility

- Limited parking is available near City Hall. Attendees should plan accordingly.

C. Inclement Weather Plan

- Flags will not be raised in severe weather conditions.
- The City reserves the right to delay, reschedule or cancel a flag raising due to inclement weather.

4. Promotion and Media

- The requesting organization is responsible for promoting the event, including press releases, social media, and media outreach.
- City staff will not coordinate media coverage but may share approved flag events on the City's website or social media at their discretion.
- If media coverage is expected, the requesting organization must coordinate logistics and inform the City in advance.

5. City Leadership Participation and Approval Requirements

- Requests for participation from the Mayor, City Council members, or other officials must be indicated on the application.

- While City leadership participation is not guaranteed, reasonable efforts will be made to accommodate requests based on availability.
- If a formal ceremony or public event is planned, the requesting organization may be required to provide proof of insurance, naming the City of Watertown as an additional insured. This requirement will be determined during the approval process.

6. Contact Information

- For questions or assistance regarding your flag display request, please contact:

City Manager's Office
245 Washington Street, Suite 302
Watertown, New York 13601
(315) 785-7730
CityManagersOffice@watertown-ny.gov

By following these guidelines, the City of Watertown aims to provide a smooth and respectful process for flag display events while ensuring proper coordination and support.