

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, June 17, 2019**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, June 17, 2019, 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**

**PRESENTATION**

Winners of Essay Contest: What the Future of the City of Watertown Will be Like in 150 Years?

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Amendment No. 119 to the Management And Management Confidential Pay Plan for Fiscal Year 2019-20
- Resolution No. 2 - Authorizing the Sale of Various Surplus Equipment
- Resolution No. 3 - Accepting Bid for Chemicals at the Water Treatment Plant, Slack Chemical
- Resolution No. 4- Accepting Bid for Chemicals at the Water Treatment Plant, Amrex Chemical Company
- Resolution No. 5 - Accepting Bid for Chemicals at the Water Treatment Plant, Thatcher Company of New York, Inc.
- Resolution No. 6 - Accepting Bid for Chemicals at the Water Treatment Plant, George S. Coyne Chemical
- Resolution No. 7 - Accepting Bid for Chemicals at the Water Treatment Plant, Kemira Water Solutions

- Resolution No. 8 - Accepting Bid for Chemicals at the Waste Water Treatment Plant, Slack Chemical Company, Inc.
- Resolution No. 9 - Accepting Bid for Chemicals at the Water Treatment Plant, Polydyne Inc.
- Resolution No. 10 - Accepting Bid for Chemicals at the Waste Water Treatment Plant, Kemira Water Solutions
- Resolution No. 11 - Accepting Bid for ParaTransit Bus Service
- Resolution No. 12 - Accepting Bid for Watertown Municipal Arena Concession Foods
- Resolution No. 13 - Approving an Option to Purchase Agreement with North Country Apartments, LLC and Watertown Holdings, LLC for properties located at 201 Sterling Street, 209 Sterling Street, 231 Goodale Street, 237 Goodale Street, and 241 Goodale Street
- Resolution No. 14 - Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 15 - Approving Franchise Agreement Between the City of Watertown and International Development Hockey League, LLC
- Resolution No. 16 - Authorizing a 6-Month Extension to the Agreement With Strategic Development Specialists, LLC
- Resolution No. 17 - Approving the Site Plan for the Construction Of a 4,000 square-foot addition to an existing Building at 1109 Water Street, Parcel Number 4-27-503.001

## **ORDINANCES**

- Ordinance No. 1 - Amending City Municipal Code § 293, Vehicles and Traffic, East Tower Square & Tower Square
- Ordinance No. 2 - Amending City Municipal Code § 293, Vehicles and Traffic, Main Street West

## **LOCAL LAW**

**PUBLIC HEARING**

7:30 p.m.

Resolution Authorizing Spending From Capital Reserve  
Fund

**OLD BUSINESS**

Laid Over Under the Rules Ordinance Amending City Municipal Code § 265,  
Streets and Sidewalks

**STAFF REPORTS**

1. Parks and Recreation Fees

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
JULY 1, 2019.**

Res No. 1

June 4, 2019

To: Richard M. Finn, City Manager  
From: James Mills, City Comptroller  
Subject: Management Pay Plan Amendment No. 119

On June 3<sup>rd</sup> City Council adopted the Fiscal Year 2019-20 Budget. In accordance with the adopted budget the attached resolution establishes the Management/Management Confidential salaries for the upcoming fiscal year and provides for a 2.5% salary increase for the City's management/management confidential personnel which is consistent with other recently completed Union wage increases.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "RMF", is written over the text of the action item.

**RESOLUTION**

Page 1 of 2

Amendment No. 119 to the Management  
And Management Confidential Pay Plan  
for Fiscal Year 2019-20

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 119 to the Management and Management Confidential Pay Plan, in order to amend the annual compensation for the positions listed below effective July 1, 2019,

<b><u>Position</u></b>	<b><u>Salary</u></b>
Accountant (part-time)	\$ 22,183
Assistant Superintendent of Parks and Recreation	\$ 61,836
Assistant Superintendent of Public Works	\$ 80,248
Benefits Administrator	\$ 44,704
Chief Water Treatment Plant Operator	\$ 65,759
Chief Waste Water Treatment Plant Operator	\$ 77,119
City Assessor	\$ 70,743
City Comptroller	\$ 95,309
City Engineer	\$ 89,410
Civil Engineer II (Mauer)	\$ 75,498
Civil Engineer I (Hammond)	\$ 65,759
Civil Engineer I (Arquitt)	\$ 57,587
Civil Engineer I (Damon)	\$ 64,541
Code Enforcement Supervisor	\$ 70,758
Confidential Secretary to the City Manager	\$ 52,528
Deputy City Clerk (Carr)	\$ 36,593
Deputy City Clerk (Puccia)	\$ 39,117
Deputy Fire Chief	\$ 89,486
Executive Secretary to the Civil Service Commission	\$ 46,940

**RESOLUTION**

Page 2 of 2

Amendment No. 119 to the Management  
And Management Confidential Pay Plan  
for Fiscal Year 2019-20

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total .....

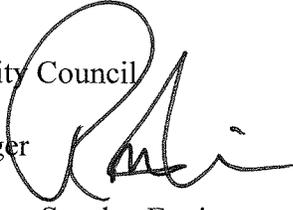
YEA	NAY

Fire Chief	\$ 96,896
Human Resources Manager	\$ 73,583
Information Technology Manager	\$ 78,925
Information Technology Project Manager	\$ 59,680
Library Director	\$ 75,999
Planning and Community Development Director	\$ 74,442
Planner (Urda)	\$ 47,299
Planner (DeMarco)	\$ 45,855
Police Captain	\$ 112,326
Police Chief	\$ 117,942
Purchasing Manager	\$ 74,825
Senior Planner	\$ 61,869
Street and Sewer Maintenance Supervisor (3)	\$ 69,847
Superintendent of Public Works	\$ 93,919
Superintendent of Water	\$ 93,844
Superintendent of Parks and Recreation	\$ 80,586
Supervisor of Water Distribution	\$ 69,700

*Seconded by*

Res No. 2

June 12, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Authorizing the Sale of Various Surplus Equipment

The Department of Public Works, the Fire Department, the Police Department and the Water Treatment Plant have submitted a listing of surplus equipment/vehicles to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Purchasing Manager Dale Morrow advises that the equipment/vehicles could be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of Various Surplus Equipment

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

*Introduced by*

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WHEREAS the City of Watertown has various surplus equipment/vehicles, the description of which is attached and made a part of this resolution, and

WHEREAS this equipment may have some value best determined by on-line auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of the various surplus equipment/vehicles as described in the attached listing, and

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

*Seconded by*

# DPW

## SURPLUS ITEMS & VEHICLES

1. Roof mounted Amber warning lights (6)
2. Pickup cross tool storage box (2)
3. Pickup side mount tool storage box
4. Compu-Spred material spreader controllers (3)
5. Starter jump pack 12-24v (3)
6. 1300# TOMMY gate lift gate for pickup
7. Bobcat SG-50 stump grinder for skid steer loader
8. Keller Power hacksaw
9. Tilt top drafting table
10. Skid steer angle snow blades (2)
11. Sand blast pot
12. Multiquip MVC77 plate tamper; (2), one operational, one for parts
13. Paving breakers (3)
14. Lincoln AC Welder
15. Gasoline powered air compressor
16. Sears Electric air compressor
17. Used tire lot; 3 tires
18. Four (4) Bridgestone 235/75R15 Winterforce snow tires
19. 6'9" Fisher angle plow
20. Obsolete parts lot (5)
21. 1977 SMI rotary snow blower (1-77)
22. 2007 Freightliner side load refuse packer (1-2A)
23. 1994 Ford rear load refuse packer (1-7A)
24. 2001 Chevy Blazer SUV\* 1-30
25. 2001 Ford pickup with plow P&R\* (3-13)
26. Various snow plows, snow wings, and 12' snow pusher—scrap
27. Delta 10" table saw
28. 2002 Orion V 30' transit bus (B-1881, 1888, 1889, 1890)
29. Life Air 30 breathing air supply
30. Graco lazer line striper
31. Life-Air (5) breathing packs
32. 2010 Ford E450 para-transit bus (PT600, PT700)
33. 2006 Ford E450 van- 1-87
34. 1970 Barnes trailer mounted 4" gasoline powered trash pump

35. 2007 Crown Victoria sedans; Code Enforcement (8-9, 8-11)
36. 1997 tilt top trailer (1-110)
37. 8' pickup box, 2012 Ford F250

\*Replacements have been ordered, but not delivered

## Fire Department Surplus Items

- Nozzles – (Task Force Tips/Akron) – (29)
- Hose Clamps for hose up to 3" – (5)
- Hydrant Gate Valves (2)
- Foam Eductor
- Valved Triamese
- TFT Foam Jets (2)
- Piston Intake Relief Valves (2) - Parts use only
- Adapters (4)

## Police Department Surplus Items

- Ford Crown Victoria's (2): 2011
- Chevrolet Impala (1): 2010
- Dodge Durango (1): 2008
- Whelen Red/Blue emergency bar light (1) – still on Durango right now

## Water Treatment Plant Surplus Items

- Test Tube Racks (10)
- Branson 200 Sonic Cleaner
- HACH CL 17 Chlorine Analyzers (2)
- HACH DR5000 Spectrophotometer
- Test Tubes and Caps
- Fisher CL Titrimeter Model 397 (2)
- HACH Digesdahl Digestion Apparatus Model 44336-20

## Waste Water Treatment Plant Surplus Items

- Clothwasher 1145/Motor SA5121672 (1)

Res Nos. 3, 4, 5, 6, 7

June 11, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Accepting Bids for Purchase of Chemicals, Water Treatment Plant

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2019-2020 fiscal year's requirements of various water treatment chemicals, per specifications.

Invitations to bid were also issued to BidNet, with a total of nineteen (19) bids being received by 11 bidders that were publicly opened and read in the Purchasing Department on May 24, 2019 at 11:00 a.m.

City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the award be issued to the lowest qualifying bidder meeting City specifications, as follows:

Chemical	UOM	Vendor Name	Unit Price
		Liquid Chlorine	Ton
Copper Sulfate	Ton	Amrex Chemical Company	\$3,900.00
Sodium Silicate	Ton	Slack Chemical	\$351.24
Hydrofluosilic Acid	Ton	Slack Chemical	\$624.32
Aluminum Sulfate	Ton	Thatcher Company of New York, Inc.	\$265.75
Powdered Activated Carbon	Ton	George S. Coyne Chemical	\$2,081.52
Polyaluminum Chloride	Ton	Kemira Water Solutions	\$369.00

The other bids submitted are detailed in the attached report of Ms. Morrow.

Resolutions have been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Slack Chemical

*Introduced by*

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were also issued to BidNet, with a total of nineteen (19) bids received by 11 bidders, and

WHEREAS on May 24, 2019, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Slack Chemical as detailed below:

Chemical	UOM	Vendor Name	Unit Price
		Slack Chemical	\$997.31
Liquid Chlorine	Ton	Slack Chemical	\$351.24
Sodium Silicate	Ton	Slack Chemical	\$624.32
Hydrofluosilic Acid	Ton	Slack Chemical	

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Slack Chemical as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Liquid Chlorine, Sodium Silicate, and Hydrofluosilic Acid for use at the City’s Water Treatment Plant.

*Seconded by*

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Amrex Chemical Company

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were issued to Bid Net, with a total of nineteen (19) bids received by 11 bidders, and

WHEREAS on May 24, 2019, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Amrex Chemical Company as detailed below:

Chemical	UOM	Vendor Name	2019-2020
			Unit Price
Copper Sulfate	Ton	Amrex Chemical Company	\$3,900.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Amrex Chemical Company as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Copper Sulfate for use at the City’s Water Treatment Plant.

***Seconded by***

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Thatcher Company of New York, Inc.

***Introduced by***

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were issued to BidNet, with a total of nineteen (19) bids received by 11 bidders, and

WHEREAS on May 24, 2019, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Thatcher Company of New York, Inc. as detailed below:

Chemical	UOM	Vendor Name	2019-2020
			Unit Price
Aluminum Sulfate	Ton	Thatcher Company of New York, Inc.	\$265.75

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Thatcher Company of New York, Inc. as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Aluminum Sulfate for use at the City’s Water Treatment Plant.

***Seconded by***

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant,  
George S. Coyne Chemical

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were issued to Bid Net, with a total of nineteen (19) bids received by 11 bidders, and

WHEREAS on May 24, 2019, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from George S. Coyne Chemical as detailed below:

Chemical	Vendor Name	2019-2020
		Unit Price
Powdered Activated Carbon	George S. Coyne Chemical	\$2,081.52

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by George S. Coyne Chemical as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Powdered Activated Carbon for use at the City’s Water Treatment Plant.

***Seconded by***

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Kemira Water Solutions

*Introduced by*

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.
- Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were issued to BidNet, with a total of nineteen (19) bids received by 11 bidders, and

WHEREAS on May 24, 2019, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Kemira Water Solutions as detailed below:

Chemical	UOM	Vendor Name	2019-2020
			Unit Price
Polyaluminum Chloride	Ton	Kemira Water Solutions	\$369.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Kemira Water Solutions as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Polyaluminum Chloride for use at the City’s Water Treatment Plant.

*Seconded by*



# CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL DMorrow@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
Purchasing Manager

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## MEMORANDUM

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**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid 2019-11 – Process Chemicals – Water Treatment Plant  
**DATE:** 5/30/19

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The City's Purchasing Department advertised in the Watertown Daily Times on April 29, 2019, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

The Purchasing Department issued Invitations to Bid to BidNet. The City received nineteen (19) sealed bid submittals by eleven (11) bidders. The Purchasing Department publically opened and read the sealed bids on May 24, 2019, at 11:00 am local time. Results of these bids are per attached bid sheet.

I have reviewed the bid submittals and Aaron Harvil, Chief Plant Operator at the Water Filtration Plant, has recommended the following in which I concur:

Liquid Chlorine	Slack Chemical 465 S. Clinton Street Carthage, NY 13619	\$ 997.31/ ton
Copper Sulfate	Amrex Chemical Co. 117 E. Frederick Street Binghamton, NY 13904	\$3,900.00/ton
Sodium Silicate	Slack Chemical 465 S. Clinton Street Carthage, NY 13619	\$ 351.24/ton
Hydrofluosilic Acid	Slack Chemical 465 S. Clinton Street Carthage, NY 13619	\$ 624.32/ton
Aluminum Sulfate	Thatcher Company of NY, Inc. P.O. Box 27407 Salt Lake City, Utah 84127	\$ 265.75/ton

Powdered Activated Carbon	George S. Coyne Chemical 3015 State Road Croydon, PA 19021	\$2,081.52/ton
Polyaluminum Chloride	Kemira Water Solutions 4321 W. 6 <sup>th</sup> Street Lawrence, KS 66049	\$ 369.00/ton

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

Attach. Bid tabulation



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

Bid Project:	Process Chemicals - Water Treatment Plant
Bid Number:	Bid #2019-11
Bid Opening Date:	May 24, 2019 @ 11:00 AM

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

Description	Qty	Thabher Company of NY, Inc.		Chemical Distributors		Slack Chemical Co., Inc.		Aiese Chemical Inc.		Univer USA Inc.		Amrex Chemical Co.		Kamita Water Solutions		Kuehne Chemical Co.		George S. Coyne Chemical Co., Inc.		Holland Company, Inc.		Chemtrade Chemicals US LLC	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
UDM																							
Chlorine Liquid	30ton	No Bid	No Bid	No Bid	No Bid	\$57.31	\$2,919.30	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,000.00	\$90,000.00	No Bid	No Bid	No Bid	No Bid	
Copper Sulfate, Size B	1ton	\$4,048.80	\$4,048.80	No Bid	No Bid	\$4,881.32	\$4,881.32	No Bid	No Bid	No Bid	No Bid	\$3,900.00	\$3,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sodium Silicate Liquid	500ton	No Bid	No Bid	\$352.00	\$176,000.00	\$351.24	\$175,620.00	No Bid	No Bid	No Bid	No Bid	\$352.80	\$176,400.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$352.610	\$176,305.50	No Bid	No Bid	No Bid
Hydrofluosilicic Acid Solution	18ton	No Bid	No Bid	No Bid	No Bid	\$624.32	\$11,237.76	No Bid	No Bid	\$622.00	\$11,376.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Aluminum Sulfate Liquid	380ton	\$265.749	\$103,842.11	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Powdered Activated Carbon	3ton	No Bid	No Bid	No Bid	No Bid	\$2,528.94	\$7,888.82	\$1,726b	\$10,320.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,081,527	\$6,244.57	No Bid	No Bid	\$426,750.00
Polyaluminum Chloride	45ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$353.00	\$15,955.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$406.80	\$18,297.00	No Bid

Res No. 8

June 11, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Accepting Bid for Purchase of Chemicals, Waste Water Treatment Plant

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2019-2020 fiscal year's requirements of disinfection chemicals for use at the Waste Water Treatment Plant, per specifications.

Invitations to bid were also issued to BidNet, with a total of three (3) bids being received that were publicly opened and read in the Purchasing Department on May 24, 2019, at 11:45 a.m.

City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the award be issued to the lowest qualifying bidder meeting City specifications, as follows:

Description	Company	Unit Price
Sodium Hypochlorite - Gallons	Slack Chemical Co., Inc.	<b>\$0.887</b>
Sodium Bisulfite Solution - Gallons	Slack Chemical Co., Inc.	<b>\$1.698</b>

The other bids submitted are detailed in the attached report of Ms. Morrow.

A Resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Waste Water Treatment Plant, Slack Chemical Company, Inc.

*Introduced by*

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HOBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Waste Water Treatment Plant, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were also issued to BidNet, with a total of three (3) bids received, and

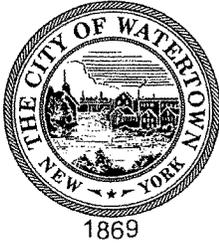
WHEREAS on May 24, 2019, at 11:45 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Slack Chemical Company, Inc., as detailed below:

Description	Company	
		Unit Price
Sodium Hypochlorite - Gallons	Slack Chemical Co., Inc.	<b>\$0.887</b>
Sodium Bisulfite Solution - Gallons	Slack Chemical Co., Inc.	<b>\$1.698</b>

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Slack Chemical Company, Inc., as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Sodium Hypochlorite and Sodium Bisulfite Solution for use at the City’s Waste Water Treatment Plant.

*Seconded by*



## CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL DMorrow@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
Purchasing Manager

### MEMORANDUM

**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid 2019-14 – Disinfection Chemicals - WWTP  
**DATE:** 5/30/19

The City's Purchasing Department advertised in the Watertown Daily Times on April 29, 2019, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

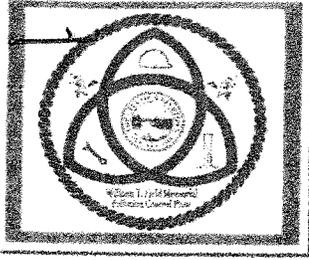
The Purchasing Department issued Invitations to Bid to BidNet. The City received three (3) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on May 24, 2019, at 11:45 am local time.

Description	Kuehne Chemical Co., Inc. Kearny, NY	PVS Chemical Solutions, Inc. Detroit, MI	Slack Chemical Co., Inc. Carthage, NY
Sodium Hypochlorite – Gallon	No Bid	No Bid	<b>\$0.887</b>
Sodium Bisulfite Solution - Gallon	No Bid	\$1.57	<b>\$1.698</b>

I have reviewed Mr. Crandall's recommendation and based on his testing and evaluation of each product submitted, I concur with his attached recommendation to accept the lowest qualifying bid of \$0.887 per gallon for Sodium Hypochlorite submitted by **Slack Chemical Co., Inc.**, Carthage, NY and his recommendation to accept the second lowest qualifying bid of \$1.698 per gallon for Sodium Bisulfite Solution submitted by **Slack Chemical Co., Inc.**, Carthage, NY. PVS was a lower bidder for the Sodium Bisulfite Solution but we did not receive their sample until after the deadline of May 22, 2019 as stated in the bid specifications.

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

Attach. Recommendation Letter – Mark Crandall, WWTP Chief Operator



## INTER-OFFICE MEMORANDUM

✓**TO:** Dale Morrow, Purchasing Agent

**DATE:** May 29, 2019

**CC:** Vicky Murphy, Superintendent Department of Water

**FROM:** Mark Crandall, WWTP Chief Operator *Mark*

**SUBJECT:** Sodium Hypochlorite, Sodium Bisulfite, and Ferric Chloride  
Bids FY 2019 – 2020

Process chemical Bids were opened in your office at 11:00 A.M., on May 24, 2019. The following were read: PVS Technologies and Slack Chemical; for the, Sodium Bisulfite and Slack Chemical; Sodium Hypochlorite and Kemira for the Ferric Chloride.

PVS was a lower bidder for the Sodium Bisulfite but we did not receive their sample until after the dead line May 22, 2019. All other vendors were able to meet the bidding requirements.

It is my recommendation that we award the bids to

- Slack Chemical; For the Sodium Hypochlorite, Sodium Bisulfite
- Kemira for the Ferric chloride

Res No. 9

June 11, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Accepting Bids for Purchase of Chemicals, Waste Water Treatment Plant

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2019-2020 fiscal year's requirements of process and disinfection chemicals for use at the Waste Water Treatment and Pollution Plants, per specifications.

Invitations to bid were also issued to BidNet, with a total of five (5) bids being received that were publicly opened and read in the Purchasing Department on May 24, 2019, at 11:15 a.m.

City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the award be issued to the lowest qualifying bidder meeting City specifications, as follows:

Description	Company	Unit Price
		Dry Polymer 52,000 lbs

The other bids submitted are detailed in the attached report of Ms. Morrow.

A Resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Polydyne Inc.

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of process and disinfection chemicals for use at the City’s Water Treatment and Pollution Plants, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were issued to Bid Net, with a total of five (5) bids received, and

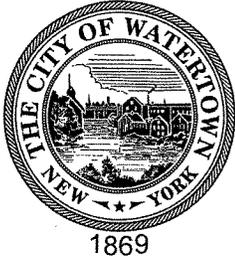
WHEREAS on May 24, 2019, at 11:15 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received the Waste Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Polydyne Inc. as detailed below:

Chemical	Vendor Name	2019-2020
		Unit Price
Dry Polymer	Polydyne Inc.	\$1.65

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Polydyne Inc. as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Dry Polymer for use at the City’s Waste Water Treatment Plant.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

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 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601-3380  
 E-MAIL DMorrow@watertown-ny.gov  
 Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
 Purchasing Manager

## MEMORANDUM

**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid 2019-12 – Process Chemicals – Dry Polymer - WWTP  
**DATE:** 5/30/19

The City's Purchasing Department advertised in the Watertown Daily Times on April 29, 2019, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

The Purchasing Department issued Invitations to Bid to BidNet. The City received five (5) sealed bid submittals by four (4) bidders. The Purchasing Department publically opened and read the sealed bids on May 24, 2019, at 11:15 am local time.

Description	Qty.	Marubeni Specialty Chemicals		Solenis		Slack Chemical		Polydyne Inc.	
		White Plains, NY		Wilmington, DE		Carthage, NY		Riceboro, GA	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Dry Polymer 52,000 lbs.		\$1.95	\$101,400.00			\$1.68	\$87,360.00	\$1.65	\$85,800.00
Praestol 855 BS				\$1.92	\$99,840.00				
Praestol 644 BC				\$2.00	\$104,000.00				

I have reviewed Mr. Crandall's recommendation and based on his testing and evaluation of each product submitted, I concur with his recommendation that we accept the lowest qualifying bid of \$1.65 per pound for the Clarifloc Flocc Ne 2310 submitted by Polydyne Inc., Riceboro, GA.

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

Res No. 10

June 11, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Accepting Bids for Purchase of Process Chemicals,  
Waste Water Treatment Plant,

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2019-2020 fiscal year's requirements of process and disinfection chemicals for use at the Waste Water Treatment Plant, per specifications.

Invitations to bid were also issued to BidNet, with a total of two (2) bids being received that were publicly opened and read in the Purchasing Department on May 24, 2019, at 11:30 a.m.

City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the award be issued to the lowest qualifying bidder meeting City specifications, as follows:

Description	Company	Unit Price	Total
		Ferric Chloride 280 Dry Ton	Kemira Water Solutions

The other bids submitted are detailed in the attached report of Ms. Morrow.

A Resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Waste Water Treatment Plant, Kemira Water Solutions

***Introduced by***

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HOBRACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of process and disinfection chemicals for use at the City’s Waste Water Treatment and Pollution control Plants, for the City’s 2019-2020 fiscal year’s requirements, and

WHEREAS invitations to bid were also issued to BidNet, with a total of two (2) bids received, and

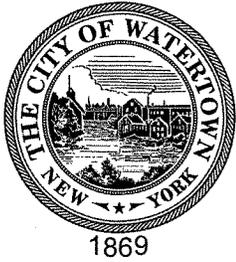
WHEREAS on May 24, 2019, at 11:30 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Kemira Water Solutions as detailed below:

Description	Company	
		Unit Price
Ferric Chloride 280 Dry Ton	Kemira Water Solutions	<b>\$728.00</b>

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Kemira Water Solutions as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Ferric Chloride 280 Dry Ton for use at the City’s Waste Water Treatment and Pollution Control Plants.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

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Dale Morrow  
 Purchasing Manager

## MEMORANDUM

**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid 2019-13 – Process Chemicals – Ferric Chloride - WWTP  
**DATE:** 5/30/19

The City's Purchasing Department advertised in the Watertown Daily Times on April 29, 2019, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

The Purchasing Department issued Invitations to Bid to BidNet. The City received two (2) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on May 24, 2019, at 11:30 am local time.

Description	Kemira Water Solutions Lawrence, KS		PVS Technologies, Inc. Detroit, MI	
	Unit Price	Total Price	Unit Price	Total Price
Ferric Chloride 280 Dry Ton				
Price	<b>\$728.00</b>	<b>\$203,840.00</b>	\$789.00	\$220,920.00

I have reviewed Mr. Crandall's recommendation and based on his testing and evaluation of each product submitted, I concur with his recommendation that we accept the lowest qualifying bid of \$728.00 per dry ton for Ferric Chloride submitted by Kemira Water Solutions, Lawrence, KS.

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

Res No. 11

September 25, 2018

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager  
Subject: Bid for ParaTransit Bus Service

The City Purchasing Department advertised in the *Watertown Daily Times* calling for proposals to provide ParaTransit services in the City of Watertown for the three year contract period through June 30, 2022, per our specifications.

Invitations to provide proposals were also issued to five (5) prospective brokers with three (3) responses being received that were publicly opened and read in the Purchasing Department on June 5, 2019 at 11:00 a.m.

As stated in the attached report of Purchasing Manager Dale Morrow, two pricing formats were requested. First was for a lump sum for three years, and the second was for a cost per passenger price for the service.

City Purchasing reviewed the bids received with Superintendent of Public Works Pat Keenan as well as Assistant Superintendent Pete Monaco, and it is their recommendation that the award be issued to Cleveland Funeral Home as the lowest qualifying bidder meeting City specifications remaining with the "lump sum" pricing.

A Resolution has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Accepting Bid for ParaTransit Bus Service

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids calling for proposals to provide ParaTransit services in the City of Watertown for a three year contract period through June 30, 2022, per our specifications, and

WHEREAS invitations to provide proposals were also issued to five (5) prospective brokers with three (3) sealed responses submitted to the Purchasing Department, and

WHEREAS on June 5, 2019, at 11:00 a.m., the bid received was publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bid received with the Department of Public Works, and it is her recommendation that the City Council accept the bid submitted by Cleveland Funeral Home in the amount of \$450,000 on a lump sum format as the lowest qualifying bidder, and

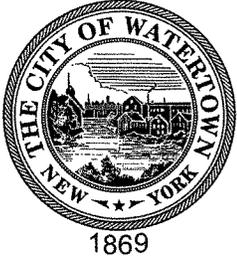
WHEREAS the lump sum amount of \$450,000 shall be paid in three annual installments of \$150,000, and

WHEREAS after the three year period, the City Manager may extend the contract for up to two additional years based on acceptable performance with the annual cost of \$150,000 per year being increased each year no more than 6% per year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Cleveland Funeral Home in the amount of \$450,000 on a lump sum format as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Cleveland Funeral Home.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

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Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
Purchasing Manager

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## MEMORANDUM

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**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** RFP 2019-04 – Para Transit Bus Service  
**DATE:** 06/10/19

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The City's Purchasing Department advertised in the Watertown Daily Times on May 15, 2019, calling for proposals for the Para Transit Bus Service, as per City specifications. The successful firm will be contracted with to provide properly licensed and certified employees to operate wheelchair lift-equipped buses that provide transportation for disabled persons. The City intends to maintain a business relationship with the successful bidder for a minimum period of three years with an option to renew the relationship for an additional two (2) years before a new proposal is again sought. Pricing was requested in two formats:

1. A lump sum price for the three years of service (2019-2020 thru 2021-2022).
2. A base bid with a cost per passenger price for the service.

Invitations to provide a proposal were issued to five (5) prospective brokers and three (3) responses were submitted to the Purchasing Department. The Purchasing Department opened the proposals on June 5, 2019, at 11:00 am local time. The proposals required that the firms submit a copy of their agencies safety plan demonstrating their compliance with the Public Transportation Safety Board (PTSB) safety regulations and a letter of intent agreeing to adopt, implement and comply with the City of Watertown's Citibus Safety Plan. Each responding firm was asked to provide a DMV Abstract for each driver they employ. The three firms that responded are Cleveland Funeral Home, Guilfoyle Ambulance, and Freeman Bus Corporation.

The written proposals were reviewed by Pat Keenan, Superintendent of Public Works; Pete Monaco, Assistant Superintendent of Public Works; and Dale Morrow, Purchasing Manager. A tabulation of the proposal costs is below:

Para Transit Bus Service	Option 1		Option 2				% Annual Increase for Years 4 and 5 (Not to exceed)
	Lump Sum Pricing 2019-20 thru 2021-22	Per Year Cost	Base Bid Fee	Per Passenger Fee	Passengers 2017-18	Est. Option 2 Cost	
Cleveland Funeral Home	\$450,000.00	\$150,000.00	\$150,000.00	\$25.50	7,748	\$347,574.00	6.00%
Guilfoyle Ambulance	\$630,000.00	\$210,000.00	\$105,000.00	\$13.33	7,748	\$208,280.84	5.00%
Freeman Bus Corporation	\$510,000.00	\$170,000.00	\$146,000.00	\$3.00	7,748	\$169,244.00	3.75%

Based on the proposals received, it is recommended that the City contract with Cleveland Funeral Home to provide licensed and certified drivers to operate the Para Transit Bus Service. It is also recommended that we remain with “lump sum” pricing as it appears to be the most cost efficient when comparing using last year’s passenger numbers.

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

Res No. 12

June 12, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager  
Subject: Accepting Bid for Watertown Municipal Arena Concession Foods

The City Purchasing Department has advertised and received sealed bids for Concession Foods for the Watertown Municipal Arena for the 2019-2020 Fiscal Year. As stated in the attached report from Purchasing Manager Dale Morrow, this award is based on the aggregate dollar total for 44 items specified.

Invitations to bid were also issued to eight (8) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on June 7, 2019, at 11:00 a.m.

City Purchasing Manager Morrow reviewed the bid received with the Parks and Recreation Department, and it is their recommendation that the City Council accept the bid received from Renzi Food Service.

A Resolution has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Municipal  
Arena Concession Foods

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for Concession Foods for the Watertown Municipal Arena, and

WHEREAS invitations to bid were also issued to eight (8) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on June 7, 2019, at 11:00 a.m., and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bid received with the Parks and Recreation Department, and it is their recommendation that the City Council accept the bid from Renzi Food Service as the lowest responsive bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Renzi Food Service as being the lowest responsive bidder meeting City specifications for Concession Foods for the Watertown Municipal Arena, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Renzi Food Service based on the terms and conditions identified in the approved bid.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

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Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
Purchasing Manager

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## MEMORANDUM

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**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid 2019-19 – Municipal Arena Concession Foods  
**DATE:** 06/07/19

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The City's Purchasing Department advertised in the Watertown Daily Times on May 17, 2019, calling for sealed bids for the Municipal Arena Concession Foods, as per City specifications.

The Purchasing Department issued Invitations to Bid to eight (8) perspective bidders with one (1) sealed bid being submitted. The Purchasing Department publically opened and read the sealed bid on June 7, 2019, at 11:00 am local time.

The bid specified (44) items and Renzi Food Service responded to (43) of said items. When compared to the bid Renzi submitted last year and using concession items sold during 3/2018 to 3/2019, the overall bid decreased by 1.7%.

Renzi is currently providing the concession supplies for the Municipal Arena and Parks and Recreation Department is satisfied with the service they are receiving.

Parks and Recreation Department and Purchasing Department recommend that City Council award the bid for the Municipal Arena Concession Foods to **Renzi Food Service**. If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 13

**SLYE LAW OFFICES, P.C.**

**MEMORANDUM**

TO: Watertown City Council and Richard M. Finn, City Manager

FROM: Robert J. Slye, City Attorney

DATE: June 5, 2019

RE: Option to Purchase – Sterling Street/Goodale Street Property

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The City of Watertown is upgrading and expanding the City Court facilities in City Hall.

The new facilities will be called upon to host two additional terms of Watertown City Court, including a new Drug Court specifically designed to address the opioid crisis and a Veteran's Court. These additional parts of City Court will require that the persons being served report to Court on a daily basis.

One of the current restraints of the City Hall location is its lack of parking. To help address that issue, the Watertown City Council directed City staff to enter into negotiations with the owner of properties on Sterling Street and Goodale Street for the purposes of expansion of the City Hall parking lot.

Staff has completed negotiations with Mr. Brian H. Murray, manager of North Country Apartments and of Watertown Holdings, LLC, for an option to purchase properties located at 201 Sterling Street, 209 Sterling Street, 231 Goodale Street, 237 Goodale Street, and 241 Goodale Street. The staff-negotiated Option Agreement and underlying Purchase and Sale Agreement (upon exercise of the option) is attached. The attached resolution is for your consideration at the next regularly scheduled Council meeting on June 17, 2019.

# RESOLUTION

Page 1 of 1

Approving an Option to Purchase Agreement with North Country Apartments, LLC and Watertown Holdings, LLC for properties located at 201 Sterling Street, 209 Sterling Street, 231 Goodale Street, 237 Goodale Street, and 241 Goodale Street

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS the City of Watertown is engaged in designing and constructing new courtroom facilities, and refurbishing existing courtroom facilities, at Watertown City Hall located at 245 Washington Street; and

WHEREAS the court project will involve the construction of a second courtroom at City Hall to accommodate new Court “parts” designed to address the opioid crisis and to provide veteran’s service throughout the region; and

WHEREAS the expansion of City Court will result in additional court employees and additional visitors to Watertown City Hall, and the existing parking facilities of City Hall are insufficient to meet the additional demand; and

WHEREAS the City Council of the City of Watertown deems it to be in the best interests of the City to obtain an option for the purchase of additional real property along Sterling Street and Goodale Street to accommodate additional parking facilities for Watertown City Hall,

THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, that the City shall enter into the “Option to Purchase Agreement” as attached to this Resolution for the purchase of real property located at 201 Sterling Street, 209 Sterling Street, 231 Goodale Street, 237 Goodale Street, and 241 Goodale Street in the City to ensure the future availability of the property at the purchase price established; and

BE IT FURTHER RESOLVED that, upon adoption of this Resolution, the Option to Purchase Agreement shall be signed on behalf of the City by Mayor Joseph M. Butler, Jr. and delivered, with the option price, to North Country Apartments, LLC and Watertown Holdings, LLC, collectively referred to as the “Seller” under the Agreement.

### *Seconded by*

## OPTION TO PURCHASE AGREEMENT

**THIS OPTION TO PURCHASE AGREEMENT** (this “Option Agreement”) made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), between **NORTH COUNTRY APARTMENTS, LLC**, a New York limited liability company with an address at 215 Washington Street, Suite 001, Watertown, New York 13601 and **WATERTOWN HOLDINGS LLC**, a New York limited liability company, with an address at 215 Washington Street, Suite 001, Watertown, New York 13601 (collectively, “Seller”) and **CITY OF WATERTOWN**, a New York general municipal corporation, with an address at 245 Washington Street, Watertown, New York 13601 (“Purchaser”). Purchaser and Seller are hereinafter singularly referred to as a “Party” and collectively as “Parties”.

**WHEREAS**, Seller is the owner of certain real property located in the City of Watertown, County of Jefferson and State of New York, known as:

- i. 201 Sterling Street (Tax Map # 11-01-106.000);
- ii. 209 Sterling Street (Tax Map # 11-01-105.000);
- iii. 231 Goodale Street (Tax Map # 11-01-109.000);
- iv. 237 Goodale Street (Tax Map # 11-01-108.000); and
- v. 241 Goodale Street (Tax Map # 11-01-107.000).

The above-referenced real property is hereinafter collectively referred to as “the Property”.

**WHEREAS**, Seller agrees to grant to Purchaser an option to purchase the Property;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) paid by Purchaser to Seller, receipt of which is hereby acknowledged, and intending to be legally binding, Seller and Purchaser hereby agree as follows:

**1. OFFER.** Seller hereby offers to Purchaser an option to purchase the Property (the “Offer”) pursuant to this Option Agreement.

**2. OFFER TERM.** Seller’s Offer allows Purchaser to consider accepting this Option Agreement by analyzing the terms and conditions contained herein for a period expiring on June 30, 2019 at 5 p.m. EST (the “Offer Term”). If Purchaser accepts the Offer, such acceptance shall be accompanied by \$13,500.00 in cash or certified funds to be retained by Seller whether or not the Option is exercised.

3. **GRANT OF OPTION.** Upon acceptance of the Offer, Seller hereby grants to Purchaser and Purchaser agrees to accept from Seller an option to purchase the Property at the price and upon the terms and conditions set forth in this Option Agreement (the "Option").

4. **OPTION TERM.** The term of this Option (the "Option Term") shall commence on Effective Date and shall expire on December 31, 2020 at 5:00 p.m. EST. ("Expiration Date"). During the Option Term, Seller shall oversee, maintain, pay all taxes and assessments related to the Property, and control the Property subject to and in accordance with the terms of this Option Agreement.

5. **EXERCISE OF OPTION.** Purchaser may exercise the Option prior to the Expiration Date by giving written notice to Seller (the "Option Exercise Notice") either by personal delivery or by certified mail, return receipt requested, to Seller's address stated above, with a copy of the Option Exercise Notice delivered by certified mail, return receipt requested, to Seller's attorneys, Barclay Damon LLP, 120 Washington Street, Suite 500, Watertown, New York 13601, attention Addison F. Vars, III, Esq. and an additional copy to Purchaser's attorneys, Slye Law Office, P.C., 104 Washington Street, Watertown, New York 13601, attention Robert J. Slye, Esq. If the Option Exercise Notice is not received by Seller prior to the Expiration Date, the Option shall be null and void, and thereafter, neither Party shall have any rights or obligations with respect to the other hereunder.

6. **PURCHASE AND SALE AGREEMENT.** Upon receipt of the Option Exercise Notice by Seller, the Parties agree to execute and deliver a Purchase and Sale Agreement (to be dated and effective as of the date of Seller's receipt of the Option Exercise Notice), stating a purchase price for the Property in the amount of Two Hundred Ten Thousand Seven Hundred Twenty and 00/100 Dollars (\$210,720.00) (the "Purchase Price"), and in the form attached hereto as **Schedule B** and made a part hereof (the "Purchase and Sale Agreement").

7. **APPLICATIONS FOR MUNICIPAL APPROVALS.** During the Option Term, Purchaser shall have the right to make an application to any governmental entity having jurisdiction, for all necessary permits, consents, and approvals, including but not limited to rezoning approval, subdivision approval, variances and special permits for Purchaser's intended use of the Property (collectively, the "Approvals"). Seller agrees to cooperate in good faith with Purchaser to assist Purchaser to obtain the Approvals, including but not limited to joining in any applications for the Approvals and attendance at meetings and public hearings, but at no expense to Seller.

8. **ENTRY UPON PROPERTY.** Purchaser, and Purchaser's representatives, shall have the right during the Option Term to enter upon the Property upon reasonable notice to Seller, for the purpose of performing surveys, environmental testing, appraisals, feasibility studies and engineering and geotechnical studies (collectively, "Purchaser's Property Studies"); provided:

- (a) Such entry does not subject the Property to any lien or claim;

(b) Purchaser restores the Property as close as possible to the condition it was in prior to the performance of Purchaser's Property Studies; and

(c) Seller agrees to cooperate with Purchaser in assisting Purchaser to conduct Purchaser's Property Studies.

Purchaser indemnifies, defends and holds harmless Seller from any claims and liability arising out of the conduct of Purchaser's Property Studies.

**9. CONDITION OF PROPERTY.** Seller shall transfer the Property to Purchaser without any improvements thereon except for existing parking lots in "AS IS" condition.

**10. BINDING EFFECT.** This Option Agreement and the obligations of the Parties hereto, shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representative, successors and assigns.

**11. SELLER'S OBLIGATIONS.** Throughout the Option Term, Seller agrees as follows:

(a) Except as otherwise permitted, not to create, grant, accept or enter into an option to purchase, right of first refusal, sale agreement, lease, use and occupancy arrangement, easement or other agreement with respect to all or any portion of the Property without Purchaser's prior written consent, which consent Purchaser may not unreasonably withhold;

(b) Not to create or suffer right, claim, lien or encumbrance of any kind whatsoever on all or any portion of the Property; and

(c) To furnish to Purchaser within ten (10) days after receipt by Seller any and all notices under any existing loan; real estate tax bills; notices of proposed assessments; and notices of any proposed action under, or violation of, any law, statute, ordinance, rule or regulation affecting all or any portion of the Property.

**12. ASSIGNMENT.** This Option Agreement and the respective obligations of the Parties shall be deemed personal to the Parties and neither the benefits nor the obligations of any of the Parties to this Option Agreement may be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

**13. MEMORANDUM OF OPTION AGREEMENT.** Upon the request of Purchaser, Seller agrees to execute a memorandum of this Option Agreement (the "Memorandum") and Purchaser shall have the right to record the Memorandum in the Jefferson County Clerk's Office, at Purchaser's sole cost and expense, in which event Seller shall execute any affidavit or certificate required to be executed by the Parties in connection with the recording of the Memorandum.

14. **BROKER.** Each Party represents and warrants to the other that it has not dealt with any broker or other intermediary to whom a fee or commission is payable in connection with or relating to this Option Agreement or the Purchase and Sale Agreement.

15. **MISCELLANEOUS.**

(a) This Option Agreement constitutes the sole and entire agreement between the Parties. No representation, warranty, promise or inducement not included in this Option Agreement will be binding upon either Party. This Option Agreement supersedes all prior and other agreements and representations in connection with this exchange;

(b) This Option Agreement may not be modified, amended or changed except by a written agreement specifically referring to this Option Agreement signed by Purchaser and Seller;

(c) This Option Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns;

(d) This Option Agreement and the performance of this Option Agreement shall be governed, interpreted and construed pursuant to the laws of the State of New York, without respect to its principles of conflicts of laws;

(e) This Option Agreement may be executed in counterparts, each of which shall be deemed to be one and the same instrument. Delivery via facsimile machine or other electronic means shall be considered effective;

(f) In case any one or more of the provisions contained in this Option Agreement shall, for any reason, be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Option Agreement, but this Option Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Option Agreement unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transaction contemplated under this Option Agreement to be unreasonable.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Option Agreement as of the Effective Date.

**SELLER:**

NORTH COUNTRY APARTMENTS, LLC

Dated: \_\_\_\_\_, 2019

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

Name: Brian H. Murray

Title: Manager

WATERTOWN HOLDINGS LLC

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

Name: Brian H. Murray

Title: Manager

**PURCHASER:**

CITY OF WATERTOWN

Dated: \_\_\_\_\_, 2019

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

Name:

Title:

## SCHEDULE A

### Form of Purchase and Sale Agreement

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), between **NORTH COUNTRY APARTMENTS, LLC**, a New York limited liability company with an address at 215 Washington Street, Suite 001, Watertown, New York 13601 and **WATERTOWN HOLDINGS LLC**, a New York limited liability company, with an address at 215 Washington Street, Suite 001, Watertown, New York 13601 (collectively, "Seller") and **CITY OF WATERTOWN**, a New York general municipal corporation, with an address at 245 Washington Street, Watertown, New York 13601 ("Purchaser").

#### **A. PURPOSE:**

This Agreement is intended as a formal understanding and binding contractual commitment for Seller to sell, and Purchaser to buy, certain property. The terms and conditions of that transaction, and the obligations and promises of the parties in connection with it, are as stated in this document.

#### **B. PROPERTY:**

The property to be sold by Seller and acquired by Purchaser (collectively, the "Property") consists of:

1. Real Estate:
  - (a) 201 Sterling Street (Tax Map # 11-01-106.000);
  - (b) 209 Sterling Street (Tax Map # 11-01-105.000);
  - (c) 231 Goodale Street (Tax Map # 11-01-109.000);
  - (d) 237 Goodale Street (Tax Map # 11-01-108.000); and
  - (e) 241 Goodale Street (Tax Map # 11-01-107.000).

**C. PURCHASE PRICE, PAYMENT AND SECURITY:**

1. Purchase Price:

The purchase price for the Property shall be the sum of Two Hundred Ten Thousand Seven Hundred Twenty and 00/100 Dollars (\$210,720.00), exclusive of the adjustments, if any, noted in paragraph "F" below. The purchase price may be subject to an increase pursuant to section 6 of the Option Agreement.

2. Payment:

Purchaser will pay Seller the total purchase price for the property as follows:

(a) An earnest money deposit of One Thousand and 00/100 Dollars (\$1,000.00), to be held by Barclay Damon LLP, attorney for Seller, and applied against the purchase price at closing.

(b) The additional sum of Two Hundred Nine Thousand Seven Hundred Twenty and 00/100 Dollars (\$209,720.00), in cash, certified funds, or bank check, plus the adjustments noted in paragraph "F" below, at the time of closing.

**D. PRE-CLOSING MATTERS:**

1. Risk of Loss:

Risk of loss or damage to the property by fire, flood or any other cause until delivery of the deed, is assumed by Seller. Pending the closing and except as provided herein, Seller shall maintain the Property in its present condition and undertake such repairs and replacements as are necessary to satisfy this responsibility. If, prior to closing, all or a portion of the Property is destroyed, appropriated, stolen, lost or irreparably damaged (a "loss") and Seller is not reasonably able to restore or replace the loss, Purchaser shall have the option to either:

(a) Demand and receive a reduction of the purchase price payable under this Agreement in the amount of the reasonable value of the loss; or

(b) Cancel this Agreement, where the loss materially impairs Purchaser's anticipated use, operation or enjoyment of the Property, unless Seller agrees to, and does restore or replace the loss within a period of time acceptable to Purchaser.

2. Title:

At least twenty (20) days before closing, Seller shall procure and deliver to Purchaser adequate proof of its title to the Property, including:

(a) A current, forty (40) year title search of the Real Estate, certified by an abstract company;

(b) Current, ten (10) year town/county/village real estate tax search, certified by an abstract company or by a public official;

(c) Copies of receipted real estate tax bills, sewer and water rent bills, and other assessments imposed upon the Property within the thirteen (13) months preceding closing.

In the event that Seller is unable to deliver to Purchaser good and marketable title to the Property, Seller shall have the right to cancel this Agreement and have no further obligation to Purchaser, except to return to Purchaser the earnest money deposit.

3. Surveys:

Instrument surveys, if requested or required by Purchaser, shall be paid for by Purchaser. The survey shall be certified to the Purchaser, Purchaser's Attorney and a designated title insurance company, and shall show the boundaries of the property by metes and bounds and the location of improvements thereon and all easements, encroachments, utility lines, rights of way and access to public roads.

4. Inspections:

Purchaser shall be permitted to inspect the Property within forty-eight (48) hours of closing to verify its status and condition.

5. Warranties:

(a) Seller represents, warrants and confirms that:

(i) To the best of Seller's knowledge, the Real Estate is not in violation of existing environmental and zoning laws and regulations or of private deed restrictions, if any.

(ii) Seller will proceed, diligently and in good faith, to satisfy its obligations and responsibilities under this Agreement.

(b) Purchaser represents, warrants and confirms that:

(i) Seller has made no representations or warranties except as contained in this Agreement, as to the present condition of the Property. Purchaser has had adequate opportunity to inspect the Property and agrees to accept same at closing in its existing condition at the date of this Agreement.

(ii) Seller will proceed, diligently and in good faith, to satisfy its obligations and responsibilities under this Agreement.

**E. CLOSING:**

The transfer of the Property ownership to Purchaser shall occur on or about \_\_\_\_\_, or at such earlier time as Purchaser and Seller may agree at Barclay Damon LLP, 120 Washington Street, Suite 500, Watertown, New York 13601. At closing there shall be delivered:

1. By Seller:

(a) A duly executed warranty deed with lien covenant, conveying good and marketable title to the Property free from all liens and encumbrances, other than: private deed restrictions and utility easements whose scope and application do not conflict with the present development and use of the Real Estate.

(b) Releases or satisfactions of all liens affecting the Property.

(c) Such collateral documents as are customarily furnished by the Seller in such transactions.

(d) The Property shall be delivered to Purchaser without any improvements thereon except for existing parking lots in As Is condition.

2. By Purchaser:

(a) The funds due Seller at closing for the purchase of the Property, in the form of cash or a certified or bank cashier's check.

(b) Such collateral documents as are customarily furnished by the Purchaser in such transactions.

**F. ADJUSTMENTS:**

These adjustments shall be determined as of the closing date.

**G. CLOSING AND OTHER COSTS:**

1. Seller:

Seller assumes, and agrees to pay, the following closing charges and other costs:

(a) Fees for attorney services in connection with:

(i) the fulfillment of Seller's pre-closing obligations, and

(ii) the preparation and delivery of the deed and other collateral documents to be furnished by Seller.

(b) Real Estate transfer taxes due or imposed in consequence of the sale of the Property to Purchaser, together with filing fees for the transfer tax return.

(c) Fees imposed to file and/or record any and all satisfactions, releases or terminations necessary to eliminate and extinguish any lien affecting the Property.

2. Purchaser:

Purchaser assumes, and agrees to pay, the following charges:

(a) Deed recordation and assessment roll transfer report filing fees.

(b) Fees for attorney services in connection with examination and certification of title to the Property, preparation and delivery of closing documents to be furnished by Purchaser, and closing and document recording arrangements.

**H. POSSESSION:**

Purchaser shall be entitled to possession of the Property, and all keys thereto, upon delivery and acceptance of the deed, which shall be effected immediately after closing.

**I. BROKERAGE:**

Seller represents and warrants to Purchaser that it has not taken any action which would give rise to a claim for broker commissions or finder fees in connection with the transaction contemplated by this Agreement.

**J. MODIFICATION:**

This Agreement cannot be changed or modified except by:

1. Writing:

A written instrument signed by both Seller and Purchaser; or

2. Alteration:

Penned insertions and deletions upon this Agreement which are initialed and dated by both Seller and Purchaser.

**K. ASSIGNMENT:**

Except as otherwise provided in it, this Agreement may not be assigned by Purchaser or Seller without the prior consent of the other.

**L. EFFECT AND SCOPE:**

This Agreement is binding upon, and enures to the benefit of, Seller and Purchaser and the respective representatives, successors, heirs or assigns of each. This Agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject transaction. Notwithstanding the following, the Option Agreement shall be deemed incorporated and made part of this Agreement as if the text contained therein were wholly set forth in this Agreement.

**M. NOTICES AND CONSENTS:**

Any notices, consents or demands referred to in this Agreement shall, except where otherwise indicated, be in writing and delivered to the proper recipient either personally or by mail.

**N. NON-MERGER:**

The representations and obligations contained in paragraphs D(2), D(5), G, H, and I of this Agreement shall not merge in, or be extinguished by the delivery of, the closing documents. Rather, those assurances shall survive, and be deemed an element of the consideration for, the consummation of the transaction contemplated by this Agreement.

**O. CAPTIONS:**

The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope or intent of the specific provisions of this Agreement which they introduce.

**P. GOVERNING LAW:**

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

**Q. COUNTERPARTS:**

This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original, and fully binding, instrument.

**IN WITNESS WHEREOF, THIS AGREEMENT** has been executed as of the dates hereinafter set forth.

**SELLER:**  
NORTH COUNTRY APARTMENTS, LLC

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Name: Brian H. Murray  
Title: Manager

WATERTOWN HOLDINGS LLC

By: \_\_\_\_\_  
Name: Brian H. Murray  
Title: Manager

**PURCHASER:**  
CITY OF WATERTOWN

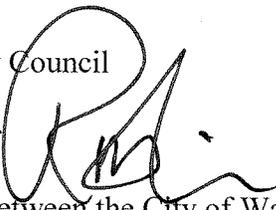
Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Name:  
Title:

Res No. 14

June 12, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.

The Lease Agreement between the Thompson Park Conservancy and the City of Watertown expires June 30, 2019. As the Council is aware, in 1988, the concept of the "Thompson Park Conservancy" grew from a grassroots organization to assume the primary responsibility for a new, habitat based, indigenous species zoo at Thompson Park. During that same year, the City Council voted to allocate \$750,000 to begin construction of a new zoo at Thompson Park.

In the early 1990s, the City of Watertown and the Thompson Park Conservancy, Inc. reached an Agreement for the Lease of property at Thompson Park for the operation of the New York State Zoo. Since that time, the Conservancy has operated a Zoo at Thompson Park for the benefit of the region.

Under the terms of the Agreement, the Conservancy is not required to pay any rent during the term of the Lease, but will serve as the Zoo operator in consideration for said Lease. For the term of this Lease, the Conservancy will continue to have the exclusive right to the concession for the July concert and fireworks held in Thompson Park.

A resolution approving the Lease Agreement has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr. Joseph M.

Total .....

YEA	NAY

***Introduced by***

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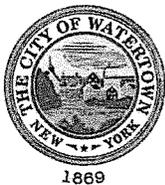
WHEREAS the City of Watertown owns the property known as Thompson Park, located in the City of Watertown, and

WHEREAS the Thompson Park Conservancy, Inc. desires to lease certain premises located at Thompson Park for the operation of the Thompson Park Zoo, and the City is willing to lease the same to the Conservancy under the terms and conditions set forth in the attached Agreement of Lease,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement of Lease between the City of Watertown and the Thompson Park Conservancy, Inc., in connection with the operation of the Thompson Park Zoo, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Joseph M. Butler, Jr. is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

***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



**ERIN E. GARDNER**  
Superintendent

**Date:** June 11, 2019  
**To:** Rick Finn, City Manager  
**From:** Erin E. Gardner, Superintendent of Parks & Recreation  
**Subject:** Thompson Park Conservancy Lease

The City Manager, Rick Finn and the Superintendent of Parks and Recreation, Erin Gardner met with Larry Sorel, Director of the New York State Zoo at Thompson Zoo to discuss a lease between the City of Watertown and the Thompson Park Conservancy. Negotiations went well and the lease will be for the period of 1 year, from July 1, 2019-June 30, 2020.

Attached for Council consideration and approval is the lease agreement between the City of Watertown and the Thompson Park Conservancy. Should Council have questions or concerns, Superintendent Erin Gardner will be available.

# Agreement of Lease

This AGREEMENT OF LEASE (referred to herein as “Lease”) is being made and is intended to be effective as of, July 1, 2019, between the City of Watertown with its principal office located at 245 Washington Street, Watertown, New York 13601 (referred to herein as “Lessor” or “City”) and the Thompson Park Conservancy, Inc., with its principal office located at the Administration Building, One Thompson Park, Watertown, New York 13601 (referred to herein as “Tenant”).

## INTRODUCTION

WHEREAS the Lessor owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York (referred to herein as the “Park”); and

WHEREAS, the Tenant desires to lease a designated portion of the Park premises located at the Park for the continued operation of the New York State Zoo at Thompson Park (referred to herein as the “Zoo”) and the Lessor desires to lease the same to the Tenant upon the terms and conditions set forth herein; and

WHEREAS the parties recognize that the Zoo has been a valued and integral part of the Park’s history, as well as the history of the City; and

WHEREAS the parties recognize that the Zoo remains a treasured City asset which continually serves and enriches the community through education, recreation, conservation, camaraderie, research, historical perspective, and society; and

WHEREAS the fruitful partnership between the City and Zoo promotes cultural richness and an appreciation for the City community; and

WHEREAS the parties recognize and appreciate the financial and social interdependence

among the Zoo, the City, and the Park;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Lessor and Tenant agree as follows:

## AGREEMENT

### Section 1. Premises and Services

- 1.1 Lessor leases to Tenant and Tenant leases from Lessor the premises and appurtenances generally shown in the attached Schedule A (referred to herein as the “Leased Premises”).
- 1.2 As part of this Lease, Lessor grants Tenant the exclusive rights for the sale of food and concession items on the Leased Premises. Lessor agrees that during the term of this Lease no other person, partnership, firm, corporation or other entity shall be granted conflicting rights, licenses or privileges on the Leased Premises. Tenant shall have exclusive rights for the sale of food and concession items at the July Concert and fireworks held in Thompson Park
- 1.3 Tenant covenants at the expiration or other termination of the Lease to remove its personal property and effects from the Leased Premises and to surrender all buildings, structures, fixtures, and all keys and locks in as good a condition as received by Tenant, ordinary wear and tear excepted.

### Section 2. Tenant's Construction

- 2.1 Tenant is given the right to construct improvements to the Leased Premises in furtherance of its mission, provided that it receives pre-approval of its construction from the Lessor and that the construction does not materially interfere with the operation of the Park. The

pre-approval shall not be unreasonably withheld or delayed. Tenant shall obtain any required building or similar type permits required in connection with the construction. Tenant will be responsible for all costs associated with improvements constructed by it or under its authority. All construction shall be in compliance with all local, state and federal building codes, laws and regulations, and in agreement with recommended practices of the Association of Zoos and Aquariums (hereinafter "AZA practices"). The Tenant is responsible for submitting both preliminary drawing details and final "as built" drawings of all projects constructed.

- 2.2 Tenant shall be responsible for providing Lessor with final project costs of any improvements to the Leased Premises. Said actual costs shall be provided to Lessor within 30 days of project completion.
- 2.3 All improvements to the Leased Premises made by Tenant with the Lessor's approval, shall become the property of Lessor and shall remain with the Leased Premises. Tenant shall annually provide a comprehensive listing of all buildings and structures present on the Leased Premises. If there has been no change since the prior year, "no change" shall be noted. Such listing shall initially be provided within 30-days of signing this Lease.
- 2.4 Tenant shall prepare and provide Lessor with All capital projects that will be initiated in the next 5 years, by January 1<sup>st</sup>.

### Section 3. Term

- 3.1 The term of this Lease shall be for the period from July 1, 2019, through June 30, 2020.

### Section 4. Rent

- 4.1 Tenant shall not be obligated to pay any rent during the term of this Lease, but shall serve as the Zoo operator in consideration for this Lease.

Section 5. Services, Utilities, and Facilities.

5.1 Lessor shall furnish the following services to Tenant:

- 1) Structural and mechanical maintenance of the buildings and structures identified for such services at paragraph 6.2 of this Lease. Lessor's obligation extends to the "old" portion of the Zoo's Visitors Center.
- 2) Large area grass cutting (defined to be that which is accomplished by a "riding mower"). Tenant shall be responsible for hand mowing and trimming within the Leased Premises.
- 3) Snow removal of all roads and major visitor walkways within the Leased Premises. It is understood the Lessor will remove snow from Thompson Park before entering the Leased Premises for snow removal.
- 4) Water, sewer, gas and electricity. The Tenant and Lessor shall work cooperatively to reduce/conservate the energy consumed by operations on the Leased Premises.

5.2 Tenant shall furnish the following services at its sole cost:

- 1) Telephone and cable service.
- 2) Trash removal to include animal refuse, and medical/biologic waste. The clean-up of leaves, sticks and other natural debris shall be the responsibility of the Tenant. Tenant is permitted to compost biodegradable materials as permitted by law and AZA practices.

3) Emergency Generator

4) Pest control.

5.3 Tenant is responsible for the operation of the Zoo, including but not limited to engaging, supervising and terminating Tenant's personnel; establishing policies for the operation of the Zoo in agreement with recommended AZA practices and generally accepted zoo management principles; facility/organizational planning and development; and animal acquisition and care.

#### Section 6. Repairs and Maintenance

6.0 Lessor and Tenant shall do semi-annual inspections of the leased premises and facilities to identify and document facility needs and upcoming work requirements. Said inspections shall be done in April and September of each year.

6.1 Lessor shall maintain and operate the Park in all respects consistent with generally accepted management practices for Parks of similar size and character, and in accordance with all applicable rules and regulations. In addition, Lessor shall operate, maintain and keep in good repair any and all facilities of the Park, which are necessary or incidental to the operations conducted by Tenant. The Lessor's said duty to operate, maintain and keep in good repair shall include but is not limited to the following:

1) Lessor shall maintain and keep in good repair all premises and facilities of the Park unless discontinued by Lessor, including all public restrooms. However, Tenant shall clean and supply the restrooms located on the Leased Premises;

2) Lessor shall keep the Park roadways free year-round from obstructions, including but not limited to the clearing and removal of snow and ice, vegetation, stones and other foreign matter for the safe, convenient and proper use of the Park by Tenant

and those using Tenant's services. However, Lessor is not hereby obligated to plow the State Street entrance to the Park; and

3) Lessor shall operate and maintain adequate directional signs within the Park.

- 6.2
- a. Lessor shall maintain the exterior of the buildings and other facilities on the Leased Premises, with the exception of painting, which are identified as buildings 1, 4, 6, 7, 8, 10 and 11, on Schedule A, in good condition and repair. Lessor shall also promptly **make all necessary repairs to those same buildings' and facilities' equipment** (including heating, electrical, sanitary, air conditioning and other systems). Lessor shall maintain the ornamental fencing on the Leased Premises.
  - b. Tenant shall maintain the exterior of all other buildings and facilities on the Leased Premises, which are currently identified as buildings 2, 3, 5, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 24 and 25 on Schedule A, in good condition and repair. **Tenant shall also promptly make all necessary repairs to those same buildings' and facilities' equipment** (including heating, electrical, emergency generator, sanitary, air conditioning and other systems). Tenant shall be responsible for painting the exterior of buildings 1,4,6,7,8,10 and 11. All subsequently added buildings or facilities are also **Tenant's responsibility**.
  - c. Tenant shall be responsible for landscaping, exhibit habitat and components, fencing and enclosures on the Leased Premises.
  - d. Tenant shall otherwise keep the Leased Premises neat and clean and in such order as the same are in on the Lease commencement date, wear and tear resulting from reasonable use excepted. This shall include all routine maintenance and cleaning on the Leased Premises.

Section 7. Rules and Regulations

7.1 Upon written notice by Lessor, Tenant and its agents and employees shall comply with and observe all reasonable rules and regulations concerning the use of the Leased Premises and the Park, which may from time to time be promulgated by Lessor. Said rules and regulations shall not conflict with the terms of this Lease, nor AZA practices.

Section 8. Assignment and Subletting

8.1 Tenant may not assign or transfer this Lease and/or sublet the Leased Premises in whole or in part, including but not limited to the rights granted to Tenant in connection with the operation of the Zoo, without the prior written consent of Lessor, which consent may be withheld. A complete assignment or transfer of this Lease made by Tenant shall release and discharge Tenant from any and all liability under the Lease from the date that Tenant receives Lessor's written consent to the said assignment if the party to which the Lease has been assigned or transferred shall assume all of the liabilities and obligations of Tenant under this Lease.

Section 9. Lessor's Right of Access

9.1 Tenant shall permit Lessor or its authorized representatives to enter the Leased Premises during usual business hours (or at any time for the purpose of making emergency repairs, snow removal, or other to perform other necessary maintenance responsibilities outlined herein) to inspect or repair the Leased Premises.

Section 10. Damage to Leased Premises by Fire

10.1 If any portion of the Leased Premises, which are identified as buildings 1, 4, 6, 7, 8, 9, 10, 11, 13, 16 and 19 on Schedule A, are materially damaged by fire or other casualty, Lessor

may elect to collect upon its own insurance for the same and further elect not to replace the same. In such event, Tenant shall have no claim against Lessor.

- 10.2 If any remaining portion of the Leased Premises are materially damaged by fire or other casualty, Tenant shall diligently proceed to repair or replace the same unless Lessor, by resolution of the City Council, in its sole discretion, waives the same.
- 10.3 Tenant shall be solely responsible for its personal property.
- 10.4 For purposes of this Section 10, “material damage” shall mean damages in an amount exceeding 50% of the structure’s insured value.

Section 11. Insurance and Indemnification.

- 11.1 Recognizing that the Lessor is self-insured for liability issues, during the term of this lease, Tenant shall, at its own cost and expense, maintain and provide general public liability insurance and “Zoo operations” insurance for the benefit and protection of Lessor and Tenant, specifically naming in said policy or policies the Lessor as an additional insured thereunder in the minimum amount of \$1,000,000. The City shall be a certificate holder on all policies of insurance, which certificate shall recite that the City is entitled to at least 30 days notice of insurer’s termination of coverage. Lessor’s additional insured status shall not be limited to vicarious liability only. The public liability policy or certificate thereof shall be delivered to Lessor, together with proof of the payment of the annual premium or premiums, upon the signing of this Lease. Tenant shall deliver to Lessor renewals of such public liability insurance policy, with proof of payment of the premium within twenty (20) days before its expiration date during the term of this Lease.
- 11.2 During the time of this Lease, Tenant shall, at its own cost and expense, maintain and provide fire and casualty insurance designed to replace the structures which are its responsibility on the Leased Premises (replacement cost coverage). Tenant shall also

maintain coverage on all structures on any portion of the Leased Premises for damage caused by Tenant's negligence in the stated sum of \$300,000.00. The City shall be a Certificate Holder on each policy of insurance.

- 11.3 Lessor reserves the right to increase the required amount of casualty or general liability insurance in a commercially reasonable manner, from time to time, during the term of this Lease, upon written notice to Tenant.
- 11.4 Tenant hereby indemnifies and holds Lessor harmless of and from any and all liability or claims for injuries to persons or property caused by Tenant's operation of the Zoo or Tenant's use and occupancy of the Leased Premises. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.5 Lessor hereby indemnifies and holds Tenant harmless of and from any and all liability or claims for injuries to persons or property caused by Lessor's use or operation of the Park. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.6 Lessor shall be responsible for any underground storage tanks and/or hazardous substances used by Lessor in the Park or located within the Park (except for hazardous substances used or brought into the Park by Tenant), and hereby indemnifies and holds Tenant harmless of and from any and all liability or claims arising from the same.

## Section 12. Quiet Enjoyment

- 12.1 Upon observing and performing all the Lease terms required of Tenant, Tenant shall peaceably and quietly enjoy the Leased Premises without hindrance by Lessor or any party claiming through Lessor.

Section 13. Animal Care and Feeding

- 13.1 Tenant shall be responsible for all animal care (including veterinary care) and feeding. Lessor shall use its best efforts to obtain grant money to assist Tenant in the payment of the costs associated with the care and feeding of the animals and also to assist Tenant in obtaining grant money on its own through direct applications.
- 13.2 Tenant shall be responsible for recovering any and all Zoo animals, which may, from time to time, stray from the Leased Premises.
- 13.3 Tenant shall be responsible for correcting, repairing and/or replacing any and all damage to the Park and/or the Leased Premises caused by animals under the Tenant's care, reasonable wear and tear excepted.
- 13.4 Should the Tenant deem it to be in its best interest to keep animals through the winter, then the Tenant shall be responsible for whatever upgrades are necessary to sufficiently winterize the existing facilities.

Section 14. Governing Law

- 14.1 This Lease shall be construed and enforced in accordance with the laws of the State of New York.

Section 15. Entire Agreement

- 15.1 This Lease, including the attachments referred to herein and attached hereto, contains the entire agreement between the parties with regard to the subject matter hereof.

Section 16. Notices



Notwithstanding, (a) It is agreed that the Zoo may maintain year-round hours of operation; and (b) a resident Executive Director and the person's family and lawful guests shall have unrestricted access to the residence situate upon the Leased Premises. Lessor and Tenant shall do yearly inspections of the Director's House to identify and document facility needs and upcoming work requirements.

- 17.5 Tenant shall maintain reasonably necessary equipment and supplies for the provision of first aid to the public and its employees in keeping with recommended practices of AZA management and operation.
- 17.6 Tenant shall be responsible for securing all gates to the Zoo upon the closing of the Zoo to the public and hereby acknowledges that the Lessor's employees will not be available to provide this service.
- 17.7 Tenant shall not utilize any buildings or other facilities located within the Park outside of the perimeter of the Leased Premises without the written consent of the City of Watertown.
- 17.8 Tenant shall not have the use of any of Lessor's vehicles or equipment for Tenant's use
- 17.9 Tenant agrees that its employees shall park their vehicles in such locations as Tenant and Lessor shall reasonably agree upon.
- 17.10 All covenants in this Lease, which are binding upon Tenant, shall be construed to be equally applicable to and binding upon Tenant's agents and employees, and others claiming the right to be in the Leased Premises or the Park through or under Tenant.
- 17.11 All covenants in this Lease, which are binding upon Lessor, shall be construed to be equally applicable to and binding upon Lessor's agents and employees, and others claiming any rights through or under Lessor.
- 17.12 This Lease shall be binding upon and shall inure to the benefit of the parties and their

legal representatives, successors and assigns.

17.13 In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

17.14 This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one (1) instrument.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date first above written.

LESSOR:

THE CITY OF WATERTOWN, NEW YORK

---

BY: Joseph M. Butler  
ITS: Mayor

LESSEE:

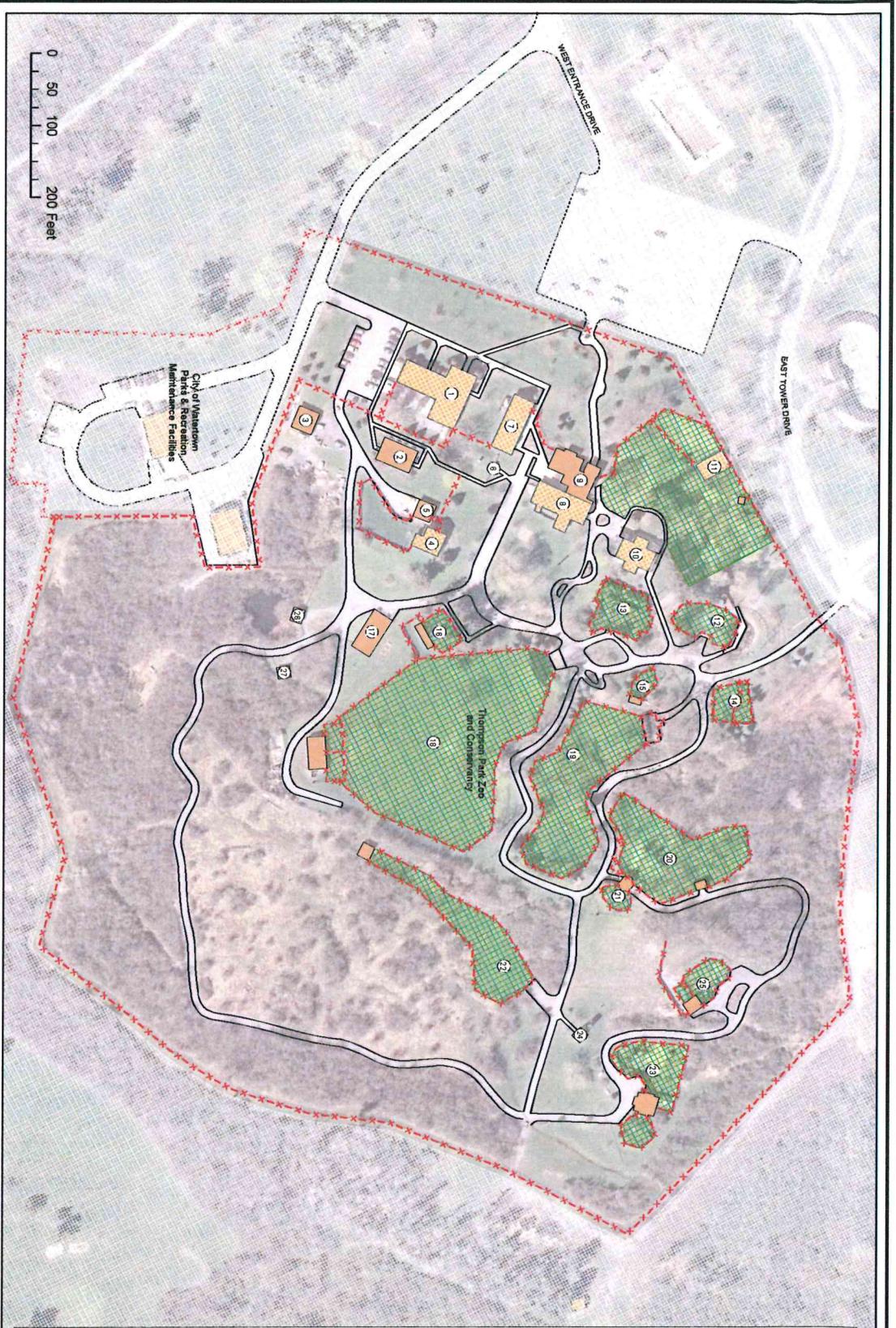
THOMPSON PARK CONSERVANCY, INC.

---

BY: Lawrence J. Sorel  
ITS: Executive Director/CEO

Schedule A

**See attached Map**



**Building ID & Description**

- 1 - Animal Health Science/Mgt. Lab
- 2 - Animal News
- 3 - Zoo Maintenance Garage
- 4 - Director's Residence
- 5 - Director's Residence Garage
- 6 - Root Cellar
- 7 - North Country Nights
- 8 - Discovery Center/Wildside Cafe
- 9 - Little Trees Visitor Center
- 10 - Karl R. Burns Pavilion
- 11 - Children's Zoo Barn
- 12 - Bad Eagle Exhibit
- 13 - Mountain Lion Exhibit
- 14 - Bobcat Exhibit
- 15 - Golden Eagle Exhibit
- 16 - Lynx Exhibit
- 17 - Buttery House
- 18 - Elk Exhibit
- 19 - Wolf Exhibit
- 20 - Bear Exhibit
- 21 - Owl Exhibit
- 22 - Caribou Exhibit
- 23 - Phantoms of the Empire State
- 24 - Fire Tower
- 25 - Otter Exhibit
- 26 - Olmsted Pond Overlook
- 27 - Hay Barn

**Maintenance Responsibility**

- City Building/Structure
- Conservancy Building/Structure
- Conservancy Exhibit

Revision	Description of Revision	Date	By
1	Information for Conservancy Building 26 & 27 was provided.	2/21/15	JAC

Project: Thompson Park Zoo  
 Agreement of Lease Between  
 City of Watertown & Thompson Park Conservancy  
 Schedule A  
 Map of the Zoo

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



Project:	Thompson Park Zoo Lease Agreement
Requested By:	E. Gardner
Drawn By:	J. Conison
Date:	2/22/15
Scale:	As Noted
Approved By:	
Date:	
Title:	Schedule A - Map of the Zoo

Res No. 15

June 12, 2012

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Approving Franchise Agreement Between the City of Watertown and International Development Hockey League, LLC

Attached is a Franchise Agreement for the "A" level professional hockey team of the Watertown Wolves with the International Development Hockey League, LLC for the hockey season September 16, 2019 through April 18, 2023.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. Also attached is the report of Parks and Recreation Superintendent Erin E. Gardner.

City Staff will available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement Between the City of Watertown and International Development Hockey League, LLC

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS the City of Watertown owns and operates a facility known as the Watertown Municipal Arena, a community recreational facility, and

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

WHEREAS in pursuit of that valid public purpose, the City of Watertown desires to enter into a Franchise Agreement with International Development Hockey League, LLC, and

WHEREAS International Development Hockey League, LLC owns and operates an "A" level professional hockey team, which competes in the International Development Hockey League, and

WHEREAS International Development Hockey League, LLC desires to enter into a Franchise Agreement with the City of Watertown to have its team play hockey games within the confines of the Watertown Municipal Arena,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement between the City and International Development Hockey League, LLC, a copy of which is attached hereto and made part of this resolution, and

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

**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



**ERIN E. GARDNER**  
Superintendent

**Date:** June 11, 2019  
**To:** Rick Finn, City Manager  
**From:** Erin E. Gardner, Superintendent of Parks & Recreation  
**Subject:** Watertown Wolves Franchise Agreement

Professional hockey has been played in the Watertown Municipal Arena since 2012. In those years, the team has brought home two championships. For the 2019-2022 seasons, the Watertown Wolves are once again requesting to use the Watertown Municipal Arena as their home base from September 17, 2019 until April 19, 2022. A three year contract was negotiated.

Attached for Council consideration and approval is the franchise agreement between the City of Watertown and the Watertown Wolves. Should Council have questions or concerns, Superintendent Erin Gardner will be available.

## **FRANCHISE AGREEMENT**

### **THE CITY OF WATERTOWN, NEW YORK AND INTERNATIONAL DEVELOPMENT HOCKEY LEAGUE, LLC**

This Franchise Agreement is being made and is intended to be effective as of September 16, 2019 between THE CITY OF WATERTOWN, NEW YORK, with principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and International Development Hockey League LLC (the IDHL) with principal offices located at 5676 Thompson Road South Dewitt NY 13214.

### **INTRODUCTION**

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

WHEREAS, the Fairgrounds contains many venues, one of which is the Municipal Arena which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

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

WHEREAS, in pursuit of that public purpose, the City desires to contract with IDHL, a non-profit hockey franchise which competes in the International Development Hockey League (or a different league of a different name of comparable caliber of play), for use by IDHL of the Watertown Arena as its home venue; and

WHEREAS, the parties desire to set forth an agreement by which IDHL may enjoy a franchise for the use of the City facilities at the Watertown Ice Arena for the 2019-2022 non-profit hockey seasons in consideration of mutual covenants and agreements as stated herein, the City and IDHL agree as follows:

### **AGREEMENT**

#### **Section 1 – Term of Franchise**

The term of this Franchise Agreement shall be from the period from September 16, 2019 through April 18, 2023.

Year 1: September 22, 2019 through April 21, 2020. The last day of ice will be April 19, 2020.  
Year 2: September 21, 2020 through April 20, 2021. The last day of ice will be April 18, 2021.  
Year 3 September 20, 2021 through April 19, 2022. The last day of ice will be April 17, 2022.

## Section II – Franchise Facilities Use Grant

The City grants IDHL a franchise for the use of the following facilities at the Watertown Arena:

- a. IDHL shall have exclusive access to a locker room identified on the building diagram attached as Exhibit “A” as the “home locker room.” IDHL shall be furnished with a key to the “home locker room”, but not a key to the Ice Arena. The risk of loss for IDHL equipment and gear shall remain with IDHL during the term of this Franchise.
- b. IDHL may locate a “pro shop” within the Vendor Area for a cost of \$100 for the season, to be paid to the City no later than September 30<sup>th</sup>, 2019. Only souvenirs, equipment and merchandise related to IDHL, International Development Hockey League or their sponsor may be sold at the pro shop. The risk of loss of all merchandise, equipment or souvenirs shall remain with IDHL during the term of this Franchise.
- c. At the time of any home IDHL game, other locker rooms shall be made available to the opposing team and to the officials two (2) hours before the start of the game. The opposing team’s locker room is identified as the “away locker room” and the officials’ locker room is identified as “officials” locker room” on Exhibit “A.”
- d. During the term of this Agreement, IDHL will be provided a space by the City for IDHL skate sharpening equipment within the main locker room area. IDHL shall not have access to, nor use, the City-owned skate sharpener, nor shall the City have access to, nor use, IDHL’s sharpener. IDHL’s sharpening equipment shall only be used to sharpen skates of IDHL personnel and those affiliated with the organization.
- e. IDHL shall have access to the arena press box and sound system for all IDHL home games at least one hour prior to game time. The equipment to be made available is the City’s existing system consisting of: Odyssey Innovation Design single-unit sound system with microphone and scoreboard control panel immediately when the group renting the ice prior to the game is off the ice Only those employees needing to work from the press box are permitted in the press box area.
- f. IDHL will not be provided with keys or security codes for after-hours access to the Arena.
- g. The City will be responsible for setting up a “queue” area that will allow up to 250 ticket purchasers to assemble inside the lobby in an organized fashion. This should be clearly marked and should flow without the use of IDHL personnel.
- h. The City will provide tables and chairs for all scheduled home games.
- i. The City will ensure there is reliable wireless access in the arena as well as in the lobby of the arena for the 2019-2020 season. The IDHL will use their own internet, provided by

Spectrum for streaming and activities within the ice arena. No one shall connect any device that alters or expands the City's wifi, or wired network. This includes, but is not limited to: routers, switches, repeaters and Devices Internet Connection Sharing.

### Section III – Other IDHL Rights and Privileges Pursuant to Franchise

In addition to grant of this franchise for use of designated City facilities, the City hereby grants an exclusive franchise to IDHL for the following sales and concessions:

a. For beer and wine sales see section IV.

b. IDHL shall have the exclusive right to sell signage within the arena, including sales on boards (interior and exterior) and framed areas on arena's walls, imbedded in the ice surface, on the three panels of glass directly behind the west goal and mounted on the City-owned zamboni. Advertising by IDHL will be permitted in the lobby of the Municipal Arena approval from the Superintendent of Parks and Recreation. IDHL is permitted to sell the naming rights to the ice rink. IDHL agrees to pay the City 10% of the proceeds from the naming of the ice rink. The contract for the naming of the ice rink must be made available to the Superintendent of Parks and Recreation for review and approval. All advertising placed on boards shall be non-permanent in nature and shall adhere to the City's specifications. The City will provide all specification for the wall mounted advertisements. The City reserves the right to review and approve all advertising copies prior to its installation. All advertising must be removed at the end of the hockey season. Arena staff will be responsible for installing and removing all signage. A fee of \$5,000 shall be paid to the City Comptroller's Office no later than September 30, 2019. IDHL will also be granted rights to designate certain arena seating, other than the bleachers, as reserved seating for corporate sponsors, both inside the arena and in the lobby area, and will be responsible for adding signage to designate accordingly.

c. IDHL shall be the sole non-profit hockey team and/or "Junior amateur hockey team, e.g. Syracuse Stars caliber team (this does not include any of the youth programs currently operating in our geographic area) to hold a franchise for games for the 2019-2020 season. IDHL will also hold the "Right to first Refusal" n the Franchise Agreement on all subsequent hockey seasons.

### Section IV – IDHL Obligations

The following constitutes the IDHL obligations in connection with the franchises granted herein:

a. Rates and Charges.

Ice time for team practices will be billed by the City at the rate of \$80.00 per hour of scheduled time. Ice time for games will be billed at \$150.00 per hour of scheduled time. Payment must be made to the City Comptroller by the 1<sup>st</sup> day of the month for that month's scheduled ice time. If full payment is not made by IDHL by the 1<sup>st</sup> day of the month for that

month's scheduled ice time or any other unpaid invoice is over 30 days outstanding, IDHL will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month's end for any additional ice time hours used above and beyond scheduled time by IDHL, payable within 30 days. IDHL shall not receive credit for any unused, but scheduled, ice time unless IDHL gives the Parks and Recreation office 72 hours written notice. Any unused ice time canceled with at least 72 hours notice shall be credited toward future payments due to the City, provided that if no future payments are pending or anticipated, City shall refund IDHL for unused time within 30 days. IDHL will pay the City a \$1000 deposit by April 1<sup>st</sup>, 2020 which will be applied toward the last payment due in April 2020, provided the team still has an active franchise agreement with the City. The City will refund IDHL any balance of deposit that exceeds the final payment within 30 days.

In the third year of this contract, all rates and charges within this contract will increase for the following year (July-June) by the percentage reflected by the CPI for All Urban Consumers (CPI-U) for all items for the Northeast Region on a not seasonally adjusted basis, as reported by the United States Department of Labor, or other respected source for the immediately preceding year (July-June). Should the CPI be negative, the contract will remain at its initial rates.

b. Beer and Wine Sales.

IDHL is granted exclusive rights to provide for the sale of beer and wine at any events to be held in the arena during this time period, as approved by the City Manager, pursuant to the Agreement, and/or to enter into a sub-franchise agreement with a vendor, which shall obtain a seasonal license for the beer and wine sales for the Ice Arena limited to the term of this agreement from October 1<sup>st</sup>, 2019 through April 22, 2020. The City is to provide a location for the sale of beer and wine either in the form of a permanent structure complete with applicable refrigeration facilities or an area where a temporary trailer can be placed. This area must be agreed upon by both IDHL and the City. IDHL must accommodate to any event requesting beer and wine in the arena during this timeframe of the Franchise Agreement, with the Superintendent's approval. IDHL will be provided, at least, a 10 days' notice to ensure proper planning time, in the event the City requests beer and wine to be sold. IDHL is permitted to serve two alcoholic beverages per person per sale transaction.

IDHL sub-franchise agreement with said vendor shall provide that the vendor shall be bound by the terms and conditions of any license issued by the SLA, and shall also be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "D."

IDHL shall ensure that said vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. The vendor must also agree that it will discontinue the sale of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police and provide proof of vendor's liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate.

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

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

IDHL acknowledges that "tailgating" on City Fairgrounds property is not permitted and that IDHL shall be responsible for monitoring the parking areas surrounding the Ice Arena to ensure compliance. No alcohol may be consumed on any City Fairgrounds property except within the Ice Arena.

Any changes to this agreement made necessary by the SLA or any other regulatory authority to ensure the issuance and continuation of vendor's license to offer beer and wine sales shall first be proposed, in writing, by IDHL legal counsel. If the City incurs any legal fees in connection with negotiating and implementing such changes, IDHL agrees to reimburse the City its reasonable legal fees and disbursements leading to the adoption of such changes.

c. Food Concessions.

IDHL acknowledges that the concession stand located in the Arena will be the only source of food sold during the IDHL games. IDHL is permitted to provide food and beverages from other outside vending sources to staff and others affiliated with the organization during all team functions, including games, postgame only. IDHL will be permitted to set up a VIP area on the second floor in the arena to accommodate for 4 high top tables. This area must be code compliant. A \$2.00 per person fee for all people permitted in the VIP area will be charged to IDHL and shall be paid in advance. IDHL shall provide a copy of the contract indicating the number of VIP people permitted in the VIP area to the Parks and Recreation office in advance of the VIP event.

d. Birthday Parties

IDHL acknowledges that they shall purchase food through the arena concession stand for all birthday parties. IDHL acknowledges that the cost to rent the birthday party room is \$25 per hour, per room. IDHL must provide cake and/or ice cream and paper products for the cake and/or ice cream for all birthday parties.

e. Liability Insurance/Worker's Compensation Insurance.

IDHL shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications of coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00, for the term of this franchise. The certificate of insurance must reflect that the additional insured status is in effect for the entire term of this Franchise Agreement, and further reflect that the City shall be entitled to at least 30 days' prior written notice of any cancellation of IDHL's insurance for any reason whatsoever. Proof of Insurance shall be provided to the City before September 1<sup>st</sup>, 2017 IDHL shall provide proof of Worker's Compensation Insurance to the City before September 1st, 2019.

f. Code Compliance.

IDHL acknowledges that all activities are subject to the provisions of the New York State Fire Prevention and Building Code.

g. Security.

IDHL shall provide readily identifiable security by a professional security force for each home game. Any private security firm used by IDHL shall be registered with the NYS Department of State per N.Y. Gen. Bus. Law Section 89-G. Such professional security force shall be adequate to maintain safety and discipline among the attendees. IDHL will require a minimum number of 5 security guards scheduled for games with attendance up to 600. If the attendance goes exceeds 600 1 additional security guard will be added for every 150 in attendance at the games up to a maximum of 8 security guards.

Additional security guards can be requested for play-off games. In the event the City Manager determines, in his sole discretion, that, at any event, already in progress or otherwise, that IDHL security is inadequate, the City shall have the right to require additional security be provided; or to suspend future games until the IDHL agree to provide additional security. Inadequate security may be considered a breach of this Agreement.

h. Damages.

In the event any of the locker rooms, lockers, restrooms, office space, or any other public areas are damaged by actions attributable to IDHL, their opposing team, or the fans, the repairs to such damage shall be the responsibility of IDHL and shall be promptly performed by the City. If rink glass is intentionally broken by the fans, IDHL will with be responsible for paying the cost of the glass or contacting authorities to press charges against the individual who broke the glass. Replacement of damaged property shall be equal to existing property. The City will follow the City purchasing policy by obtaining 3 quotes, when possible. The invoice shall be due and payable within 30 days.

i. Cleaning After Games.

IDHL shall provide a cleaning staff, following each home game, to clean the arena, including cleaning of all locker rooms; cleaning of all areas where beer and wine sales are made; and cleaning of the bleachers. All cleaning and disposal of trash, rubbish, etc. must be

performed by IDHL on the same night when a game is held, and to the satisfaction of the City's Superintendent of Parks and Recreation or his/her designee. This cleaning will consist only of picking up trash from all areas, rough sweeping of bleacher areas, and "spot" mopping of any spilled items. This is not to be considered a "thorough" cleaning of the facility.

j. Trash Removal.

The parties agree that IDHL shall pay \$250.00, for the term of this Agreement, for trash removal from the Arena. Said payment shall be due on or in advance of September 1st, 2019

k. After-hours Access.

If IDHL requires after-hours/holiday access to the Arena facility, IDHL shall arrange for the same in advance.

l. Hold Harmless.

IDHL shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of IDHL operation, use, or occupation of designated facilities, and resulting from any act or omission of IDHL or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified in Section IV, naming the City as an additional named insured shall be sufficient for purposes of meeting IDHL obligations under this paragraph.

Section V – City Obligations.

The City agrees to undertake the following obligations:

- a. The City shall provide the locker rooms.
- b. The City will maintain the ice in good condition.
- c. The City will undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the Wolves schedule for the 2018-2019 season.
- d. Prior to the commencement of this Franchise Agreement and for the term thereof, the City shall have on hand extra glass for the rink board in the event glass breaks during practice or games. IDHL will be billed for the costs (materials and labor) associated with any replacement caused by intentional actions by fans, players and/or those associated with the respective teams but City employees will be responsible for installing replacement glass as expeditiously as possible. The invoice is payable within 30 days.

e. The City shall indemnify and hold the IDHL harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of any act or omission of the City or any of its officers, agents, employees, guests, patrons or invitees.

#### Section VI – Anticipated Home Games and Contingency.

IDHL will proceed to schedule between 26 and 30 home games during the 2019-2020 hockey seasons.

The parties further anticipate IDHL participation in playoff games, which games will also likely be evenly split for scheduling purposes.

The parties to this Agreement agree to work together to schedule home games in such a fashion as to result in a minimum disruption to other groups or individuals utilizing the arena ice facility.

This Agreement is expressly contingent on the mutual agreement of the parties to a schedule of games. If the parties cannot come to a written agreement on the schedule prior to October 1<sup>st</sup>, 2019, this agreement will not be binding on either party and will be null and void. Each party shall bear its own expense in anticipation of performing the contract, provided that City shall refund any sums prepaid for trash and signage fees hereunder.

#### Section VII – Maintenance.

The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this Franchise Agreement, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the premises, except as otherwise provided herein.

#### Section VIII – Return of Premises.

IDHL agrees to return all franchised premises to the City, upon the expiration of this Franchise Agreement, in as good condition as when IDHL received possession of the premises, reasonable wear and tear excepted, and excepting damage to the premises caused by others when the premises were not under the control of IDHL.

IDHL acknowledges that, as of the commencement of this Franchise Agreement, the IDHL has received the premises in good condition.

#### Section IX – Venue and Applicable Law.

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

- b. The City and IDHL agree that venue for any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, State of New York, in and for the County of Jefferson.
- c. This instrument contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, with respect to the transactions & performance contemplated herein. No amendment of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the City and IDHL have caused this Franchise Agreement to be executed by authorized agents to be effective as of October 1, 2019.

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Richard Finn, City Manager

International Development Hockey League LLC

By: \_\_\_\_\_  
Donald Kirnan, IDHL

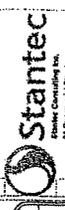
STATE OF NEW YORK    )  
  ) SS:  
COUNTY OF JEFFERSON )

On the \_\_\_\_ day of \_\_\_\_\_, 2019 before me, a notary public in and for said State, personally came Richard Finn, to me known, who being by me duly sworn, did depose and say that she resides in Watertown, New York; and that she is the City Manager of the CITY OF WATERTOWN, NEW YORK, the municipal corporation described in and which executed the above instrument; and that she signed her name thereto by the authority of the Watertown City Council.

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

STATE OF NEW YORK    )





Stantec  
 Stantec Consulting, Inc.  
 1000 Pennsylvania Avenue, N.W.  
 Suite 1000  
 Washington, D.C. 20004  
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 Fax: 202.331.1401  
 www.stantec.com

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Project No.

Client/Project  
 City of Watertown  
 Watertown Municipal  
 Arena  
 800 William T. Field Drive  
 Watertown, NY 13801

NO.	DATE	BY	REVISION
1	08/11/11	JL	ISSUE FOR RFP
2	08/11/11	JL	ISSUE FOR RFP
3	08/11/11	JL	ISSUE FOR RFP
4	08/11/11	JL	ISSUE FOR RFP
5	08/11/11	JL	ISSUE FOR RFP
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7	08/11/11	JL	ISSUE FOR RFP
8	08/11/11	JL	ISSUE FOR RFP
9	08/11/11	JL	ISSUE FOR RFP
10	08/11/11	JL	ISSUE FOR RFP
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100	08/11/11	JL	ISSUE FOR RFP

Scale: 1/8" = 1'-0"

ARCHITECTURAL  
 FIRST FLOOR  
 INSTALLATION PLAN

Sheet No. A-100

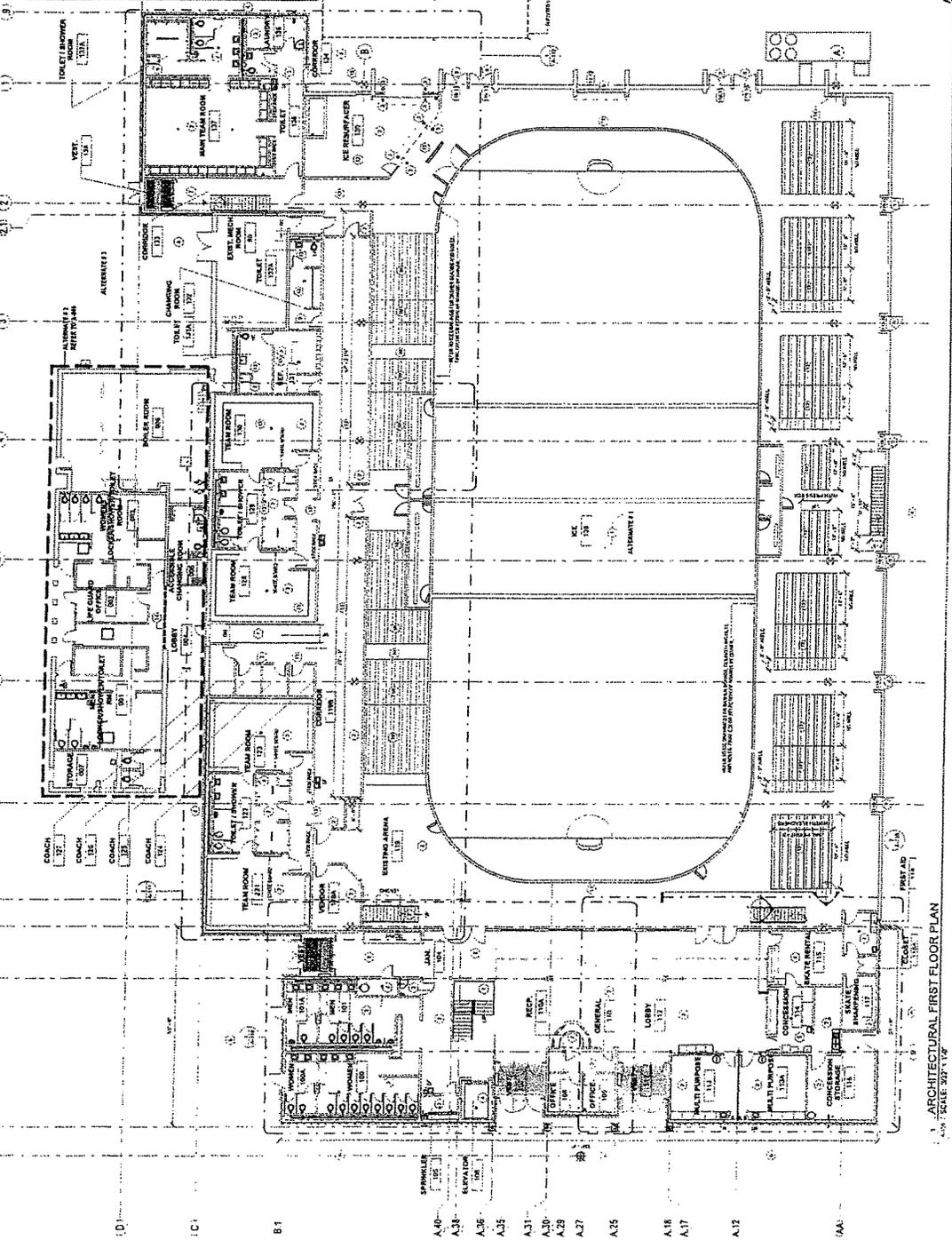
EXHIBIT A

**INSTALLATION GENERAL NOTES**

1. CONSULT THE ARCHITECTURAL DRAWINGS FOR ALL NOTES AND SPECIFICATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF WATERTOWN SPECIFICATIONS AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE.
3. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF WATERTOWN.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENVIRONMENTAL STANDARDS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ACCESSIBILITY STANDARDS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENERGY EFFICIENCY STANDARDS.

**INSTALLATION KEYED NOTES - A100**

1. PROVIDE ALL MATERIALS AND LABOR AS SHOWN ON THE DRAWINGS.
2. PROVIDE ALL MATERIALS AND LABOR AS SHOWN ON THE DRAWINGS.
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20. PROVIDE ALL MATERIALS AND LABOR AS SHOWN ON THE DRAWINGS.



1 - ARCHITECTURAL FIRST FLOOR PLAN  
 1/8" = 1'-0"

## EXHIBIT D

### ABC Law Rules and Guidelines

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

- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
  - Valid New York State driver's license or a valid driver's license from any other state or Canada.
  - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
  - Valid United States military identification.
  - Valid passport or visa from the United States government or any other country.

College ID OR Sheriff's ID Cards  
are *NOT* acceptable Proof of Age.

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

### Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Res No. 16

June 12, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: Authorizing a 6-Month Extension to the Agreement with Strategic Development Specialists, LLC.

The City of Watertown has worked with Strategic Development Specialists, LLC for the last several years as they have successfully guided us through numerous grant applications resulting in millions of dollars for various projects throughout the City. Included in the Adopted Fiscal Year 2019-2020 Budget is funding in the amount of \$30,000 to cover an extension to the existing agreement for six months.

A resolution for City Council consideration is attached.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "RMF", with a vertical line to its left.

# RESOLUTION

Page 1 of 1

Authorizing a 6-Month Extension to the Agreement With Strategic Development Specialists, LLC

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS the City of Watertown wishes to use the Grant Research and Writing Services of Strategic Development Specialists, LLC, and

WHEREAS the City has previously enjoyed success with the services provided by Strategic Development Specialists, LLC, and

WHEREAS the City of Watertown has an existing agreement with Strategic Development Specialists, LLC and desires to extend the term of the agreement by an additional six months,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes a six month extension to the Agreement between the City of Watertown and Strategic Development Specialists, LLC, a copy of which is attached and made part of this resolution, in the amount of \$30,000 for Grant Research and Writing Services for the City, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the attached agreement extension on behalf of the City of Watertown.

### *Seconded by*

AGREEMENT BETWEEN THE CITY OF WATERTOWN  
AND STRATEGIC DEVELOPMENT SPECIALISTS, LLC

This writing constitutes the agreement between Strategic Development Specialists, LLC (“Strategic”), a New York Limited Liability Company with a mailing address of P.O. Box 205, Syracuse, New York 13214, and the City of Watertown (the “City”), a New York Municipal Corporation with offices located at 245 Washington Street, Watertown, New York 13601.

The City will be assisted in strategic planning efforts to advance the interests of the City with respect to identifying and securing grants and other incentives pertaining to the City’s priorities, programs and projects as identified by the Watertown City Council. Strategic will represent the interests of the City in pursuing funding for those priorities, programs and projects.

The scope of Strategic’s representation shall include, but not be limited to, the following:

1. Research local, regional, New York State and Federal opportunities for funding of identified priorities, program and projects (“Funding Opportunities”) that may have a potential benefit to the City and report its findings to the Watertown City Council;
2. Write and submit grant and other funding applications as requested by the City Council in connection with the Funding Opportunities;
3. Advocate for funding on behalf of the City’s priorities, programs and projects, including applications made in connection with the Funding Opportunities, working in conjunction with the Watertown City Manager.

This agreement shall commence on July 1, 2018, and continue through and including June 30, 2019. The agreement may be terminated by either party, for any reason, upon the other party’s receipt of written notice on or before the 6<sup>th</sup> day of the month before services are to end.

As compensation for the above activities, Strategic will receive a flat-fee monthly payment of Five Thousand Dollars (\$5,000.00). The City will reimburse Strategic for mileage and travel expenses provided that Strategic notify the City of travel prior to its occurring. Mileage is currently billed at the IRS rate.

The City will be billed on a monthly basis, providing the City with a monthly statement for services rendered during the previous month and for disbursements incurred on the City’s behalf. The statement will include a summary of work performed in the billing period, and will identify all persons performing said work. Strategic reserves the right to terminate this relationship for non-payment of fees or costs. The City agrees to pay all statements for fees and disbursements within thirty (30) days from the date of the invoice.

Leann West will be the City's main contact at Strategic. The Watertown City Manager will be the City's point of contact.

Ms. West's contact information is:

Leann West  
6312 Fly Road  
East Syracuse, NY 13057  
Telephone: 315-251-1314  
Fax: 315-251-1073  
Email:  
[lwest@strategicdevelopmentspecialists.com](mailto:lwest@strategicdevelopmentspecialists.com)

The City Manager's contact information is:

City Manager  
245 Washington Street  
Watertown, NY 13601  
Telephone: 315-785-7730  
Fax: 315-782-9014

It is specifically acknowledged and agreed that Strategic will notify the City of any of its efforts on behalf of another entity in the North Country region whose search for Funding Opportunities may conflict with the City's efforts to obtain funding. It is also acknowledged and agreed that Strategic has made no promises, representations or guarantees regarding the outcome or final resolution of any Funding Opportunity for the City.

At the conclusion of the duration of this agreement, as well as any extensions thereof, we will retain our own files. If you wish copies of our files, you can arrange to make copies of all our papers that we believe are necessary to continue representation. We will ask you to pay an additional cost of copying.

Termination of Strategic's services, for any reason, will not affect the City's obligation to pay for services rendered and all costs incurred up to the date of termination.

STRATEGIC DEVELOPMENT  
SPECIALISTS, LLC

By: Leann West  
Leann West, Member

CITY OF WATERTOWN  
By: [Signature]  
City Manager



**STRATEGIC**  
DEVELOPMENT SPECIALISTS

May 31, 2019

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

**Re: Retainer Agreement Extension**

Dear Rick:

This letter will amend our current agreement with a termination date of June 30, 2019 between Strategic Development Specialists, LLC and the City of Watertown. It is agreed that this agreement will be extended for six (6) months through December 31, 2019. All other terms of the contract remain in force and effect.

Please sign this letter where indicated on the bottom and return to me via electronic mail.

Respectfully,

**STRATEGIC DEVELOPMENT SPECIALISTS, LLC**

Leann I. West

**CITY OF WATERTOWN**

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

Richard Finn, City Manager

Res No. 17

June 11, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: Approving the Site Plan for the Construction of a 4,000 square-foot Building Addition at 1109 Water Street, Parcel Number 4-27-503.001

MBL Engineering on behalf of Ken Moseley of Metal Man Services has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on June 4, 2019, and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from their meeting minutes, as well as the Staff Report prepared for the Planning Board, the Site Plan application, drawings and other related materials. The complete application package can also be found in the online version of the City Council agenda.

The applicant has completed Part 1 of the Short Environmental Assessment Form (EAF), which is attached for Council review. The City Council must respond to the questions contained in Part 2 of the Short EAF before it may vote on the resolution.

The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Engineering Department on June 4, 2019 with the conditions listed in the resolution.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "RMF", with a vertical line to the left of the first letter.

# RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 4,000 square-foot building addition at 1109 Water Street, Parcel Number 4-27-503.001

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS MBL Engineering on behalf of Ken Moseley of Metal Man Services, has submitted an application for Site Plan Approval for the construction of a 4,000 square-foot building addition at 1109 Water Street, Parcel Number 4-27-503.001, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on June 4, 2019 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant must provide a landscape buffer, a minimum of 5’ in width along the rear property line.
2. The applicant must obtain the following permits, minimally, prior to construction: Building Permit and General City Permit for work within the right-of-way.

And,

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

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

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the

# RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 4,000 square-foot building addition at 1109 Water Street, Parcel Number 4-27-503.001

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to MBL Engineering on behalf of Ken Moseley of Metal Man Services, for Site Plan Approval for the construction of a 4,000 square-foot addition to an existing building at 1109 Water Street, Parcel Number 4-27-503.001, as depicted on the site plan submitted to the City Engineer on June 4, 2019, contingent upon the applicant meeting the conditions listed above.

***Seconded by:***



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK  
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT  
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601  
PHONE: 315-785-7740 – FAX: 315-785-7829

**TO:** Planning Board Members

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

**SUBJECT:** Site Plan Approval – 1109 Water Street

**DATE:** May 30, 2019

**Request:** Site Plan Approval for the construction of a 3,200 square-foot addition to an existing building at 1109 Water Street, Parcel Number 4-27-503.001

**Applicant:** MBL Engineering on behalf of Ken Moseley of Metal Man Services

**Proposed Use:** Building addition for equipment storage

**Property Owner:** Kenal Services Corp.

<b>Submitted:</b>	
Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Type II

Jefferson County 239-m Review: No

<b>Zoning Information:</b>	
District: Light Industry	Maximum Lot Coverage: N/A
Setback Requirements: F: 0', S: 0', R: 0'	Buffer Zones Required: Yes

**Project Overview:** The applicant proposes to build a 40'x80' addition to an existing business. The addition will be used to house existing equipment and additional storage to replace the structure which was destroyed by a recent fire. The building will be 18'11" in height and will be built over existing impervious surface, so no additional impervious surface will be created as a result of the construction.

**Parking and Vehicle Circulation:** The proposed project does not include any additional employees or truck traffic. Current truck traffic is 1-2 trucks per day on average to provide material deliveries and pickups. Section 310-48 of the Zoning Ordinance requires that for industrial uses, 200 square feet of parking must be provided for each 1,000 square feet of building floor area in light industrial districts. The 19,600 square foot building (existing and proposed) therefore requires 3,920 square feet of parking area. The surface of much of the site is gravel and exceeds the required size so adequate parking is provided.

In the Project Notes on page C.001, the parking is calculated based on an existing building of 12,560 SF and a proposed addition of 4,000 SF, however based on the building dimensions shown on the site plan on sheet A100, the existing building is 16,400 SF and the addition will be 40x80 SF to the applicant must update the plans to show the correct square footage of the building.

There are 10 parking spaces shown on the proposed site plan that straddle the rear (northern) property line. After reviewing aerial photos of this area, it does not appear as though the parking spaces are actually in existence. There is no actual encroachment, but the spaces must be removed from the site plan prior to approval.

**Landscaping and Buffers:** A landscape plan is required as part of every site plan application and Staff reviews the site plans to ensure compliance with the City's adopted Landscaping and Buffer Zone Guidelines. Landscaping is required to minimize negative impacts from development by creating visual and noise buffers between adjoining property uses and promoting harmonious streetscapes. For an existing site undergoing any external alteration or expansion, the objective of the guidelines is to gradually bring the existing site into compliance with minimum standards in relation to the extent of expansion or change on a site. The guidelines ask the applicant to make every effort to include new landscaping and buffering as a part of any alteration or expansion.

The applicant notes that a landscaping plan has not been provided since the new structure is being installed behind the existing building. However, as noted above, the objective of the guidelines is to gradually bring the existing site into compliance as new projects or alterations are made.

The guidelines recommend a 15' wide landscaped strip along all street rights-of-way that include trees and shrubs. While a green space already exists along the roadway, there is no landscaping other than grass. Four trees, planted approximately 40' on center should be included on the site plan and planted along the street. In addition, since the parking lot is less than 50 feet from the roadway, the Guidelines recommend the planting of shrubs or the addition of a berm for additional screening purposes.

In addition, Section 310-59 of the City's Zoning Code states "Where any land use in a nonresidential districts abuts land in any residential district, a strip of land of a minimum of five feet in width up to a maximum of 15 feet in width shall be maintained by the owner as a landscaped area in the front, side and rear yards which adjoin this other district." Since the rear property line of the parcel abuts a parcel in a Residence C district, a landscaped buffer, a minimum of 5' in width must be provided along this rear property line.

**Engineering Comments:** The Zoning Classification must be shown on sheet C.001 under Project Notes. Typical storm pipe cover is 3.5' minimum if possible, which should be updated on sheet C.002, Detail E. Also on sheet C. 002, Detail E, the cushion material should be updated to show that it will be crushed stone.

**Permits:** The applicant must obtain the following permits, minimally, prior to construction: Building Permit and General City Permit (to work within margin).

**SEQR:** Since the project involves the construction or expansion of a primary or accessory/appurtenant, non residential structure or facility involving less than 4,000 square feet of gross floor areas and does not involve a change of zoning and is consistent with local land use controls, it is considered a Type II action under the State Environmental Quality Review Act. Type II actions are not subject to SEQR review.

**Summary:**

1. The 10 parking spaces that straddle the rear property line must be removed from the site plan prior to approval.
2. The Project Notes on sheet C.001 of the site plan must be updated to show actual square footage of the existing and proposed buildings.
3. A minimum of four trees, spaced approximately 40' on center, shall be included on the site plan and planted along Water Street.
4. A landscaped buffer, a minimum of 5' in width must be provided along the rear property line.
5. The Zoning Classification of the property must be shown on sheet C.001 under Project Notes.
6. The storm pipe cover must be a minimum of 3.5' and must be updated on sheet C.002.
7. Sheet C.002, Detail E must be updated to show the cushion material as crushed stone.
8. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit and General City Permit (to work within margins).

cc: City Council Members  
Justin Wood, City Engineer  
Michael B. Lasell, MBL Engineering, 16510 Balch Place, Mannsville, NY 13661  
Ken Moseley, 1109 Water Street, Watertown, NY 13601

**SITE PLAN APPROVAL**  
**1109 WATER STREET, PARCEL # 4-27-503.001**

The Planning Board then considered a request submitted by MBL Engineering on behalf of Ken Moseley of Metal Man Services for the construction of a 4,000 square-foot building addition at 1109 Water Street, Parcel Number 4-27-503.001.

Michael Lasell of MBL Engineering attended to represent the request.

Mr. Lasell began by saying that Metal Man Services currently exists on this parcel. He said that they used to have a large Quonset hut that burned down and is now gone. He referred to the drawing and said the plan was to construct infill as the drawing depicted.

Mr. Lasell said the entrance would switch, but that current traffic patterns did not include a high volume as Metal Man was a welding and metal fabrication shop and did not generate a significant amount of traffic. Mr. Lasell then referred to the drawing again and showed the Planning Board where employees and visitors would park, and noted that they would add an ADA accessible space. He then explained the parking calculations and noted that the plan showed 5,000 square feet worth of parking area, consisting of 25 designated spaces. He then used an iPad to show the Planning Board a satellite view of the site.

Mr. Lasell then addressed the first summary item on Staff's memorandum, which required the applicant to remove the ten spaces that straddle the rear property line. He said the revised plan shifted these spaces to be within the property limits, and pointed them out on the drawing, now designated as being on the property.

Mr. Lasell then addressed the second summary item, which required the applicant to update the project notes to show actual square footage. Mr. Lasell identified the correct number as 16,400 SF and said that the new sheet included this total.

Mr. Lasell then addressed the third summary item, which required the applicant to plant a minimum of four trees along Water Street. Mr. Lasell said that he actually added five more streetscape-type trees to the plan with 40-foot spacing. He noted that an existing white house would remain, as there were no permits to take that down yet, but that the first tree would screen some of this house from view and add aesthetic value. Ms. Fields asked what species of tree he proposed. Mr. Lasell replied that there were options, including Crab Apples and white blooming roadside trees.

Mr. Lasell then addressed the fourth summary item, which required the applicant to provide a minimum 5-foot-wide landscaped buffer along the rear property line. Mr. Lasell then read the section of the Zoning Ordinance that required this buffer, but said that since the adjacent Residence C District that triggered the requirement was just a drainage ditch, he did not see how the intent of the Code applied in this situation. He added that to provide the buffer, they would need to cut blacktop, which was expensive.

Mr. Lumbis replied that the City-owned Residence C parcel was not a drainage ditch; rather it was an old railroad Right-of-Way that extended all the way to Sewall's Island. He said that the City changed it from industrial zoning to residential as part of a series of zone changes in 2011 that stemmed from the Local Waterfront Revitalization Program (LWRP). He explained that those mass changes included several other parcels along Water Street.

Mr. Lumbis continued that the Zoning Ordinance required the landscaped buffer, and there was no way around that short of a Variance. Mr. Lasell and Mr. Lumbis then both referred to the satellite view on Mr. Lasell's iPad. Following this discussion, Mr. Lasell said that he could show a 5-foot offset on the plans, but that his clients would not want to spend any money that they did not have to. He then said that he did not yet know the Planning Board's stance, and wondered aloud if a Variance was necessary. Mr. Coburn replied that the rules were the rules and that the Planning Board could not just wave a magic wand and make them go away.

Mr. Lumbis then asked Mr. Lasell what Metal Man's construction timeline was. Mr. Lasell replied that it was "now," as Metal Man had already ordered the building. Further discussion ensued about both the buffer requirement and whether the existing pavement constituted encroachment onto City property. Mr. Lumbis said that ultimately, the encroachment issue was more concerning than the buffer, but the Zoning Ordinance still required five feet. He added that the Planning Board could show discretion in what the buffer must consist of, and that they could determine that grass alone would satisfy it. Mr. Coburn and Ms Fields discussed the requirement and said they felt grass would suffice.

Mr. Lasell then addressed the remaining engineering comments on Staff's memorandum and explained that the project would only add two storm sewer connection points. He also said that the project would use crushed stone for its cushion material.

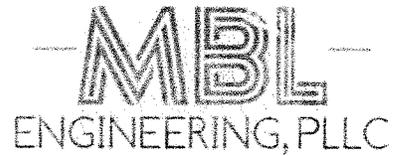
Mr. Arquitt then asked if Mr. Lasell meant to say two or three connection points. Mr. Lasell replied that he misspoke a moment ago and it was three. Mr. Arquitt then asked if back portion of the roof was the only portion draining to the gutter. Mr. Lasell then displayed an elevation drawing that depicted the slope of the roof. Mr. Arquitt then asked about site drainage, and Mr. Lasell referred to the drawing and pointed out the site's drainage patterns. Mr. Lasell then showed Mr. Arquitt using the satellite view on his iPad.

Mr. Coburn then asked if there were any more questions. Mr. Lumbis said that the Planning Board should take this time to eliminate some of the summary items, which they did. Ms. Fields said they would be keeping numbers four and eight.

Ms. Fields then made a motion to recommend that the City Council approve the request submitted by MBL Engineering on behalf of Ken Moseley of Metal Man Services for the construction of a 4,000 square-foot building addition at 1109 Water Street, Parcel Number 4-27-503.001, as shown on plans submitted to the City Engineer on May 13, 2019, contingent upon the following:

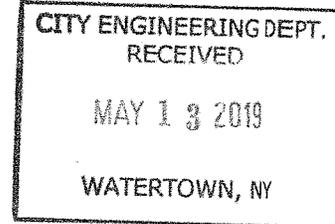
1. The applicant must provide a landscape buffer, a minimum of 5' in width along the rear property line.
2. The applicant must obtain the following permits, minimally, prior to construction: Building Permit and General City Permit for work within the right-of-way.

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



May 9, 2019

City of Watertown  
Justin Wood, PE - City Engineer  
245 Washington Street, Room 305  
Watertown, NY 13601



Re: Metal Man Services Expansion  
1109 Water Street

Dear Mr. Justin Wood,

Metal Man Services has obtained MBL Engineering to prepare a site drawing for the site expansion at the above referenced site. A summary is provided below for the proposed construction per the City of Watertown's site plan application requirements.

*Project Description:*

The project plans to construct a new expansion which includes the construction of a 40'x80' attached building on the west side of the existing building. The building will be 18'-11" in height which will be over existing impervious surfaces and house existing equipment and provide additional storage to replace the structure which was destroyed in a fire onsite.

*Sanitary & Water:*

The existing facility has 8 employees with no plans to add additional staff for the expansion. Therefore the existing sewer flows and water demand will not change. It is anticipated that sewer flows are approximately 120 GPD based on the NYSDEC design flows. The existing water service is 1" service and meter located inside on the Southeast corner of the building.

*Stormwater Summary:*

The stormwater onsite generally flows to the North to an existing drainage ditch on the North side of the property. The proposed expansion will be constructed over existing impervious surfaces, so no additional peak flows are anticipated.

The stormwater from the proposed structure will be captured in a gutter system and discharged in the existing 12-inch storm sewer which flows under the asphalt pavement area. Most of the sheet flow is conveyed to an existing rip-rap swale adjacent to the parking lot as illustrated on the plans. The Southern portion of the building is collected in a catch basin which is conveyed in the existing 12-inch storm sewer discharging to the North.

*Traffic Patterns:*

The proposed project does not anticipate adding additional truck traffic to the site. Current truck traffic includes approximately 1-2 trucks on average per day which provide material deliveries and pickups.

*Site Lighting:*

The site currently is lighted by wall packs on the existing building. It is proposed to relocate the existing three wall packs onto the new building at a 14-foot mounting height. The existing fixtures are manufactured by Rab and are 100W LED dark sky compliant fixtures. A photometric plan is provided. Most of the parking lot is not used during dark conditions, the area around the main visitor parking area will be lit for safety.

*Landscaping:*

The proposed structure is being installed behind the existing building, it has been proposed to not include additional landscaping other than the current green buffer strip along the front of the building. The proposed building is lower and will not be visible from the street.

The package for site plan approval has been attached as listed below. Please let me know if I need to provide you with anything else or if you have any questions please give me a call at 315.486.0501.

Sincerely,



Michael B. Lasell, P.E., LEED AP  
MBL Engineering, PLLC

Attachments:

1. Four Copies of Full Size Plans with Site Plan Application
2. Twelve ½ Size copies with Site Plan Application
3. \$250.00 Review Fee



CITY OF WATERTOWN  
SITE PLAN APPLICATION

CITY ENGINEERING DEPT.  
RECEIVED

MAY 13 2019

WATERTOWN, NY

\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in not making the agenda for the upcoming Planning Board meeting.

PROPERTY LOCATION

Proposed Project Name: Metal Man Services Expansion  
Tax Parcel Number: 4-27-503.001  
Property Address: 1109 Water Street  
Existing Zoning Classification: Light Industrial

OWNER OF PROPERTY

Name: Kenal Services Corp  
Address: 1109 Water Street  
Watertown, NY 13601  
Telephone Number: 315.778.9226  
Fax Number: \_\_\_\_\_

APPLICANT

Name: Ken Moseley  
Address: 1109 Water Street  
Watertown, NY 13601  
Telephone Number: 315-788-9226  
Fax Number: 315-788-9440  
Email Address: ken@metalmanservices.com

ENGINEER/ARCHITECT/SURVEYOR

Name: MBL Engineering, PLLC & Aubertine & Carrier  
Address: 16510 Balch Place  
Mannsville, NY 13661  
Telephone Number: 315.486.0501  
Fax Number: 315.295.2569  
Email Address: mike.lasell@mblengineering.com

## OPTIONAL MATERIALS:

- PROVIDE AN ELECTRONIC (DWG) COPY OF THE SITE PLAN WITH AS-BUILT REVISIONS. This will assist the City in keeping our GIS mapping up-to-date.

## REQUIRED MATERIALS:

\*\* The following drawings with the listed information ARE REQUIRED, NOT OPTIONAL. If the required information is not included and/or addressed, the Site Plan Application will not be processed.

- COMPLETED ENVIRONMENTAL ASSESSMENT FORM** (Contact us if you need help choosing between the Short EAF and the Full EAF). The Complete EAF is available online at: <http://www.dec.ny.gov/permits/6191.html>
- ELECTRONIC COPY OF ENTIRE SUBMISSION (PDF)** A single, combined PDF of the entire application, including cover letter, plans, reports, and all submitted material.
- BOUNDARY and TOPOGRAPHIC SURVEY**  
(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.)
  - All elevations are North American Vertical Datum of 1988 (NAVD88).
  - 1' contours are shown and labeled with appropriate spot elevations.
  - All existing features on and within 50 feet of the subject property are shown and labeled.
  - All existing utilities on and within 50 feet of the subject property are shown and labeled.
  - All existing easements and/or right-of-ways are shown and labeled.
  - Existing property lines (bearings and distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners and tax parcel numbers are shown and labeled.
  - The north arrow and graphic scale are shown.

DEMOLITION PLAN (If Applicable)

All existing features on and within 50 feet of the subject property are shown and labeled.

All items to be removed are labeled in darker text.

SITE PLAN

Include a reference to the coordinate system used(NYS NAD83-CF preferred).

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

All proposed easements and right-of-ways are shown and labeled.

Land use, zoning, and tax parcel number are shown.

The Plan is adequately dimensioned including radii.

The line work and text for all proposed features is shown darker than existing features.

All vehicular and pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.

Proposed parking and loading spaces including ADA accessible spaces are shown and labeled.

N/A  Sidewalks within the City Right-of-Way meet Public-Right-of-Way (PROWAG) standards.

N/A  Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, "No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property".

Proposed snow storage areas are shown on the plans.

The north arrow and graphic scale are shown.

GRADING PLAN

All proposed below ground features including elevations and inverts are shown and labeled.

All proposed above ground features are shown and labeled.

The line work and text for all proposed features is shown darker than existing features.

All proposed easements and right-of-ways are shown and labeled.

If existing contours are shown dashed and labeled with appropriate spot elevations.

If proposed contours are shown and labeled with appropriate spot elevations.

All elevations are North American Vertical Datum of 1988 (NAVD88). (SITE DATUM)

Sediment and Erosion control are shown and labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

#### UTILITY PLAN

All proposed above and below ground features are shown and labeled.

All existing above and below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.

All proposed easements and right-of-ways are shown and labeled.

The Plan is adequately dimensioned including radii.

The line work and text for all proposed features is shown darker than existing features.

The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."

#### N/A LANDSCAPING PLAN \* no new landscaping proposed

All proposed above ground features are shown and labeled.

All proposed trees, shrubs, and other plantings are shown and labeled.

All proposed landscaping and text are shown darker than existing features.

All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.

- For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.
- Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).

**PHOTOMETRIC PLAN (If Applicable)**

- All proposed above ground features are shown.
- Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles.

**CONSTRUCTION DETAILS and NOTES**

- All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.
- Maintenance and protection and traffic plans and notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided. N/A N/A
- The following note must be added to the drawings stating:  
 "All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

**PRELIMINARY ARCHITECTURAL PLANS (If Applicable)**

- Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided.
- Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.
- Roof outline depicting shape, slope and direction is provided.

ENGINEERING REPORT

\*\* The engineering report at a minimum includes the following:

- Project location
- Project description
- Existing and proposed sanitary sewer flows and summary
- Water flows and pressure
- Storm Water Pre and Post Construction calculations and summary
- Traffic impacts
- Lighting summary
- Landscaping summary

GENERAL INFORMATION

ALL ITEMS ARE STAMPED AND SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

N/A  If required, submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City of Watertown Engineering Department for review to obtain an MS4 SWPPP Acceptance Form.

**Post Construction SWPPP Requirements to Complete:**

*In accordance with City Code Section 260, provide the following:*

- *Submit a detailed as-built topographic and boundary survey of the site with all stormwater practices.*
- *Perform and submit results of insitu infiltration testing, updated drainage area maps and hydraulic calculations in a comprehensive Engineering Report based on As-Built Conditions.*
- *Submit a detailed post construction Maintenance Plan for all Stormwater Management Practices (SMP's) and provide a Maintenance Agreement with irrevocable letter of credit for approval. Maintenance Agreement shall be filed at the County Clerk's Office as a deed restriction on the property.*

N/A  \*\* If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department

*N/A*  \*\* If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

\*\* When NYSDEC or NYSDOH permitting is required, the property owner/applicant shall retain a licensed Professional Engineer to perform inspections of the proposed utility work and to certify the completed works were constructed in substantial conformance with the approved plans and specifications.

*N/A*  Signage will not be approved as part of this submission. It requires a sign permit from the City Code Enforcement Bureau. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

*N/A*  If an applicant proposes a site plan with multiple buildings and any of those buildings front on a private drive, the City Council will name the private drive by resolution and the building(s) will be given an address number on that private drive by City staff. The applicant may propose a name for the private drive for the City Council's consideration.

Proposed Street Name: \_\_\_\_\_

For non-residential uses, the proposed Hours of Operation shall be indicated.

*N/A*  Signature Authorization form or letter signed by the owner is submitted allowing the applicant to apply on behalf of the owner if the applicant is not the property owner.

Explanation for any item not checked in the Site Plan Checklist.

A landscaping plan is not included due to  
the expansion occurring behind the current  
building.

## 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.

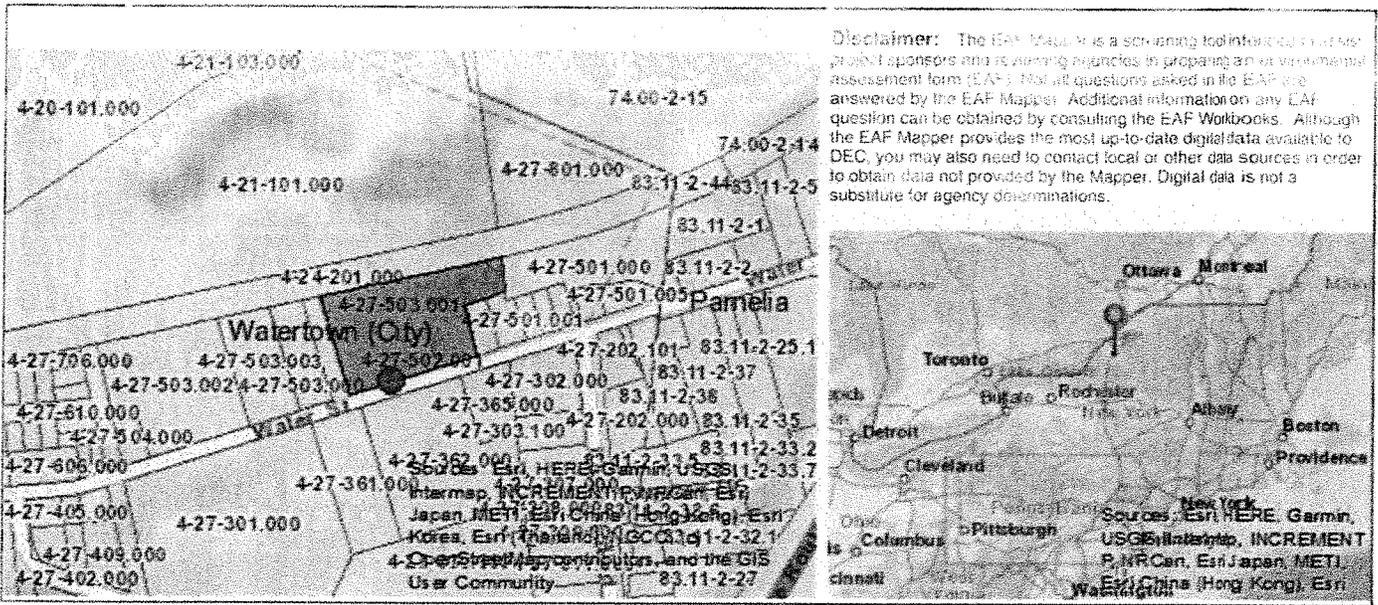
Part 1 - Project and Sponsor Information			
Metal Man Services			
Name of Action or Project: Metal Man Services Building Expansion			
Project Location (describe, and attach a location map): 1109 Water Street Watertown, NY 13601			
Brief Description of Proposed Action: Construction of a 40x100 addition to the existing building			
<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0;"><b>CITY ENGINEERING DEPT.</b></p> <p style="margin: 0;"><b>RECEIVED</b></p> <p style="margin: 0; font-size: 1.2em;">MAY 13 2019</p> <p style="margin: 0;"><b>WATERTOWN, NY</b></p> </div>			
Name of Applicant or Sponsor: Metal Man Services		Telephone: 315.778.9226	
Address: 1109 Water Street		E-Mail:	
City/PO: Watertown	State: NY	Zip Code: 13601	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 2.831 acres			
b. Total acreage to be physically disturbed? _____ 0.15 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 3.537 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (Specify):			
<input type="checkbox"/> Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Northern Long-eared Bat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input 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
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: _____		Date: _____
Signature: <u><i>Kenneth M. Miley</i></u>		Title: <u>Pros</u>

# EAF Mapper Summary Report

Monday, May 06, 2019 10:28 PM



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

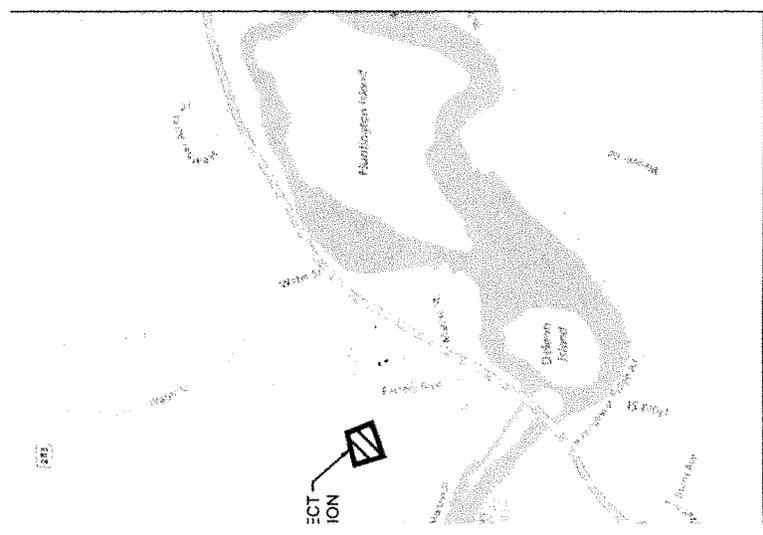
C.001  
C.002  
C.003  
A.100  
A.500

# METAL MAN SERVICES BUILDING EXPANSION

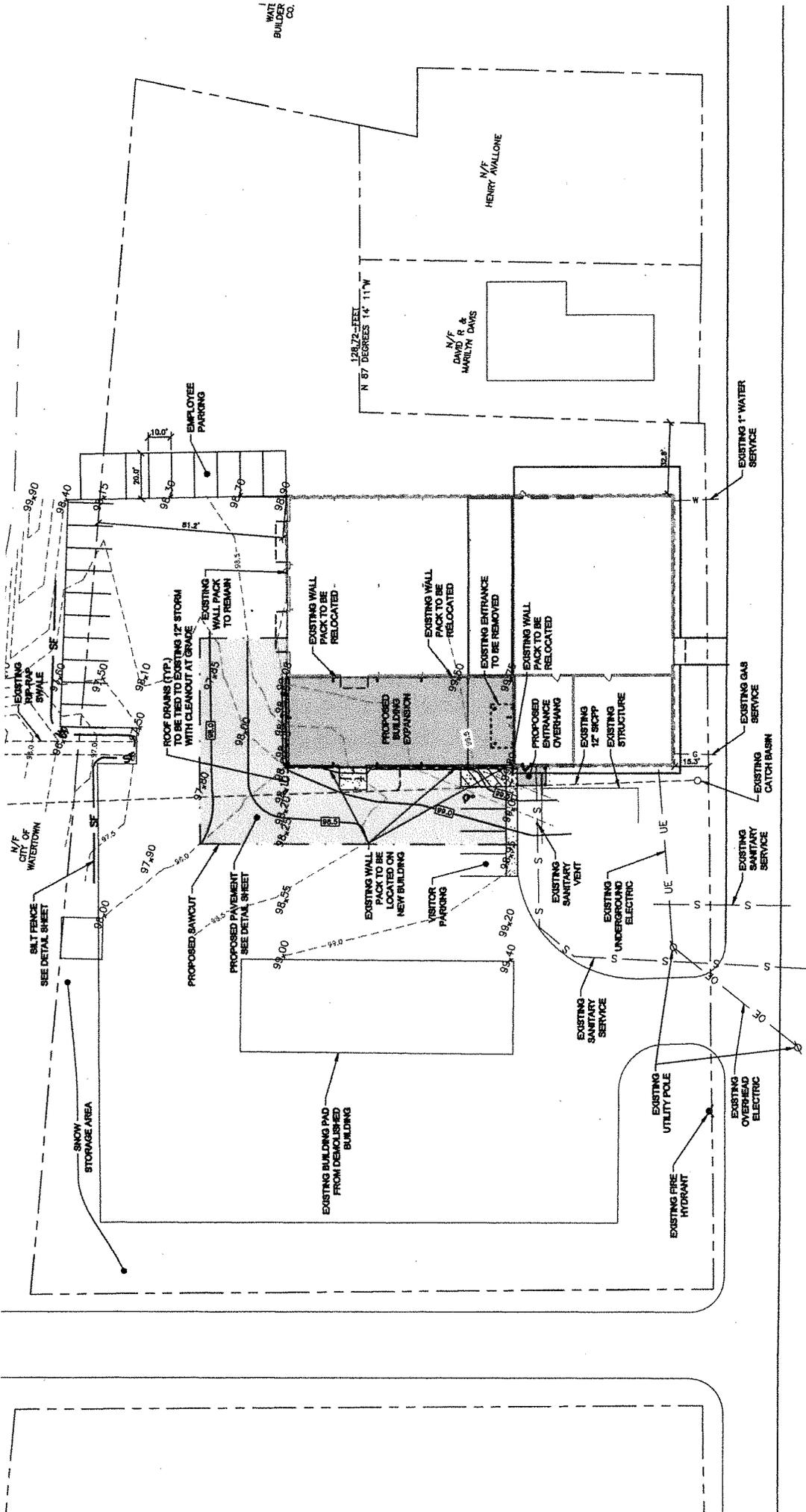
1109 WATER STREET  
CITY OF WATERTOWN  
JEFFERSON COUNTY

MAY 13, 2019

**MBL**  
ENGINEERING, PLLC



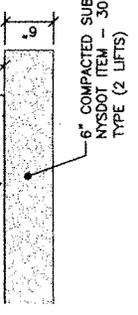
**LOCATION PLAN**  
NOT TO SCALE



**SITE PLAN**  
SCALE: 1"=30'

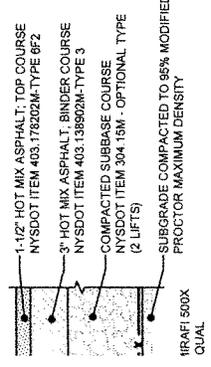
49013 LAST REVISED JUNE, 28 2005.  
CENTRAL ZONE US FOOT, VERTICAL DATUM IS BASED ON SITE  
CITY MARGIN WILL REQUIRE SIGN-OFF FROM A  
REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NY, THE  
PROVIDED SITE PLAN AND APPLICABLE CITY OF WATERTOWN  
REGULATIONS FOR ALL WORK TO BE PERFORMED WITHIN THE CITY  
LIMITS TO THE CITY OF WATERTOWN CODES DEPARTMENT.  
COORDINATED WITH THE CITY OF WATERTOWN WATER  
DEPARTMENT'S SUPERSEDE ALL OTHER PLAN AND SPECIFICATIONS  
CITY MARGIN WILL REQUIRE SIGN-OFF FROM A PE,  
REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NY, THE  
PROVIDED SITE PLAN AND APPLICABLE CITY OF WATERTOWN  
REGULATIONS FOR ALL WORK TO BE PERFORMED WITHIN THE CITY  
LIMITS TO THE CITY OF WATERTOWN CODES DEPARTMENT.

BULK REGULATIONS - LIGHT IND.		
	REQUIRED	PROPOSED
FRONT YARD	0'	15.3'
REAR YARD	0'	81.2'
SIDE YARD	0'	32.8'
PARKING (200-SF/1000-SF OF FLOOR AREA)	3,360-SF	4,200-SF (21 SPACES)



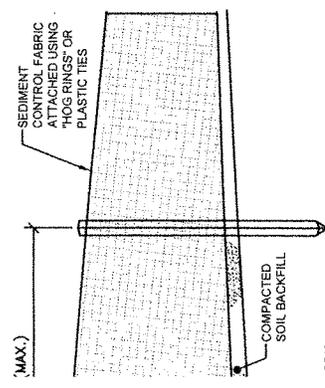
JOINTS SHALL BE PROVIDED EVERY 20'. ALL BE BROOMED FINISH PERPENDICULAR

### RETE SLAB DETAIL

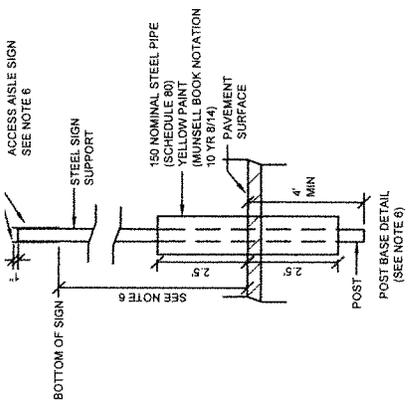


MITS OF HEAVY DUTY AND NORMAL DUTY PAVEMENT.

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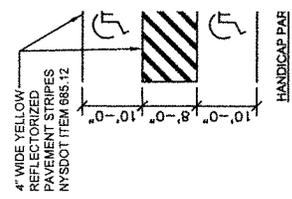
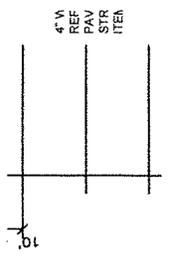


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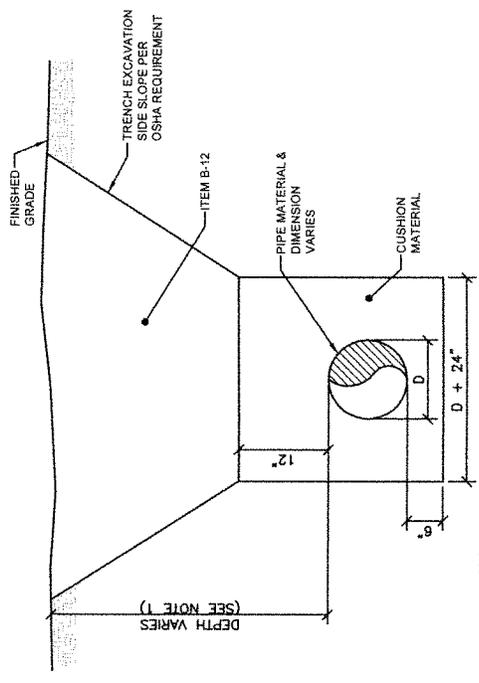
NOT TO SCALE



NOTE:  
 1. PAVEMENT MARKINGS AS SPECIFIED IN THE F SECTION 685, AND IN C

### F STRIPIN

NOT TO SCALE

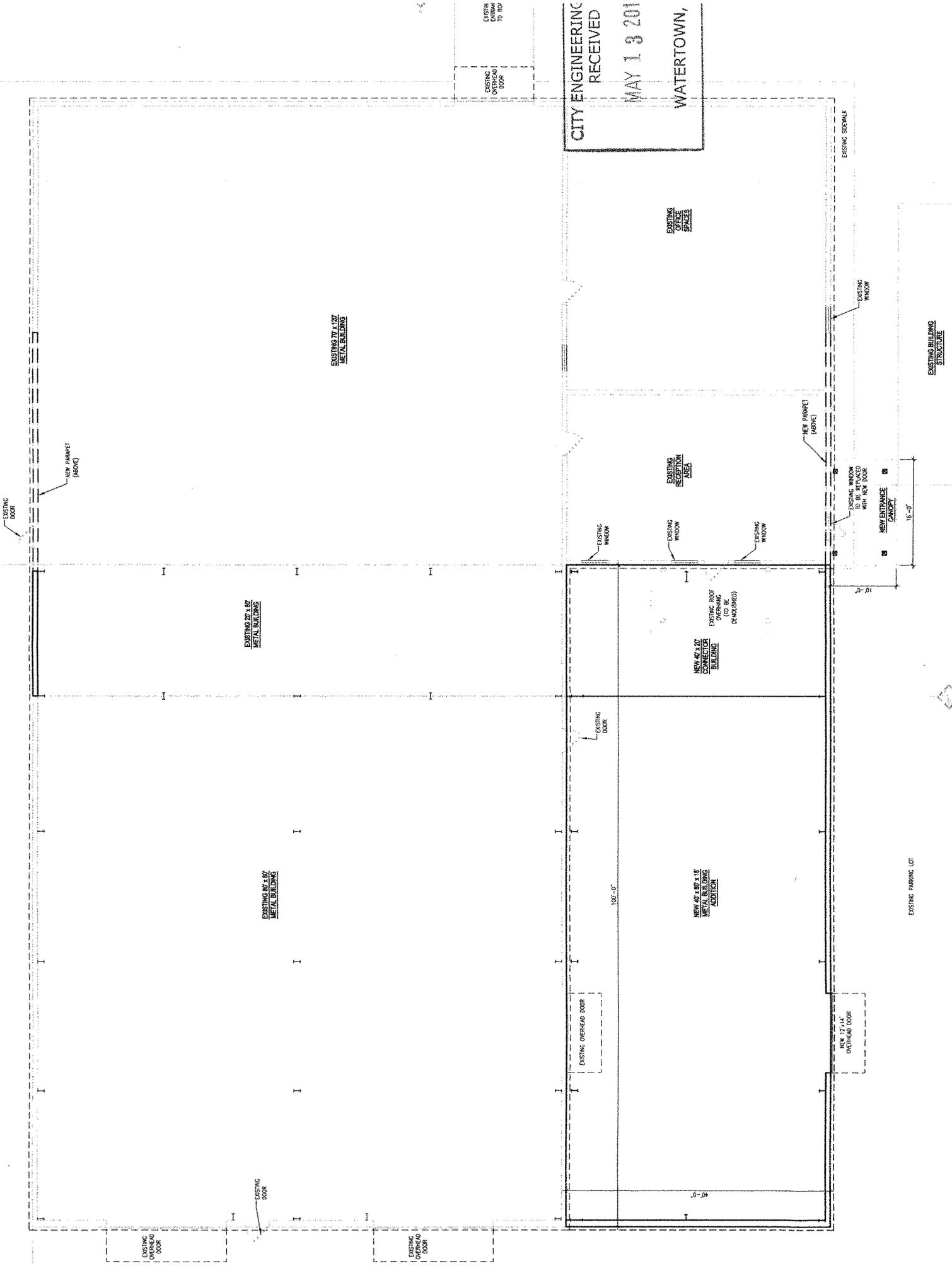


NOTES:  
 1. MINIMUM COVER FROM FINISHED GRADE TO TOP OF PIPE SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:  
 • FIRE PROTECTION WATER - 5.5' MIN.  
 • DOMESTIC WATER - 5' MIN.  
 • SANITARY - 4' MIN.  
 • STORM - VARIES

### E TYPICAL TRENCH DETAIL

NOT TO SCALE

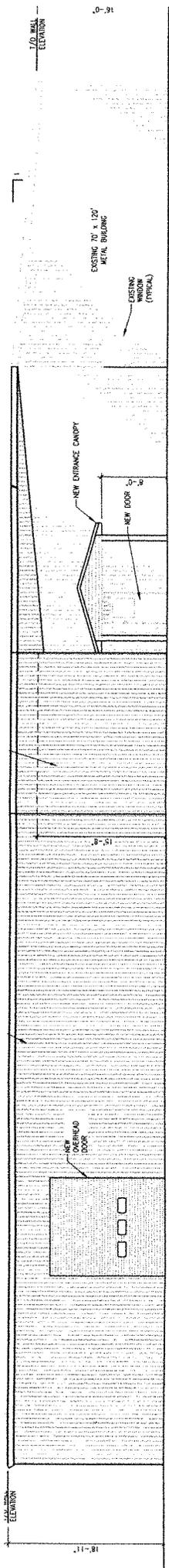
EXISTING CONCRETE PAD



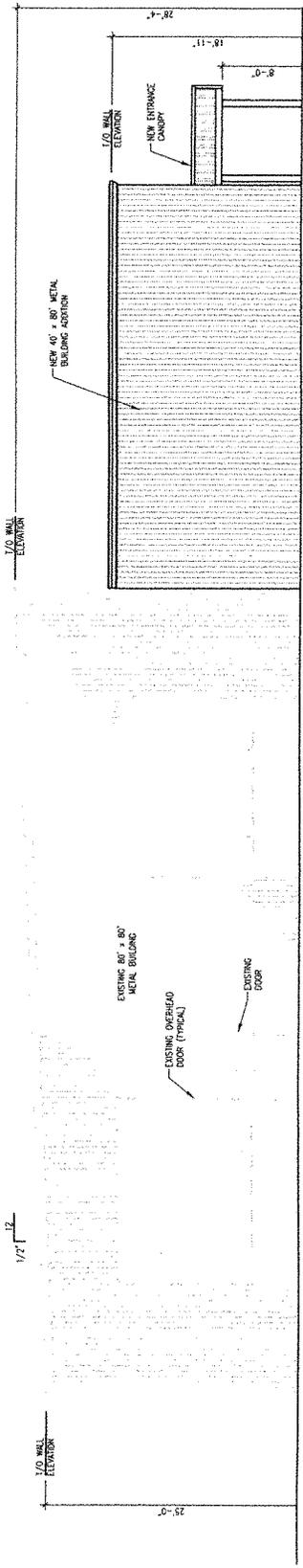
CITY ENGINEERING  
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WATERTOWN,

EXISTING PARKING LOT

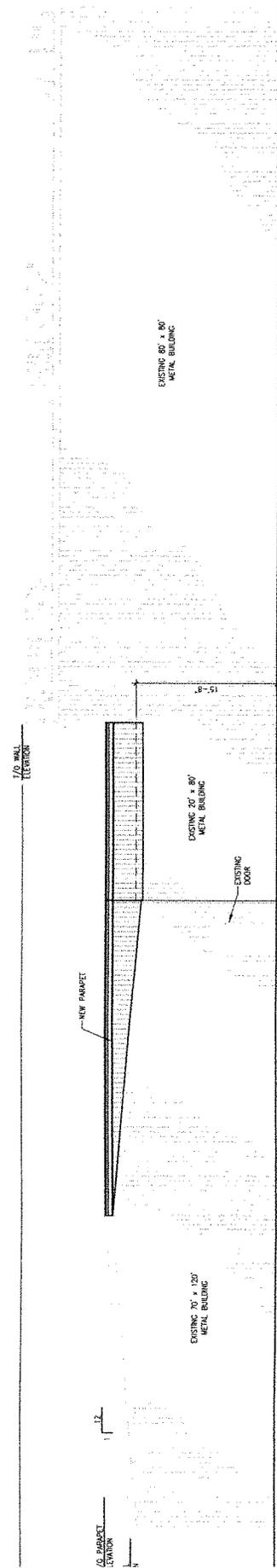
EXISTING BUILDING STRUCTURE



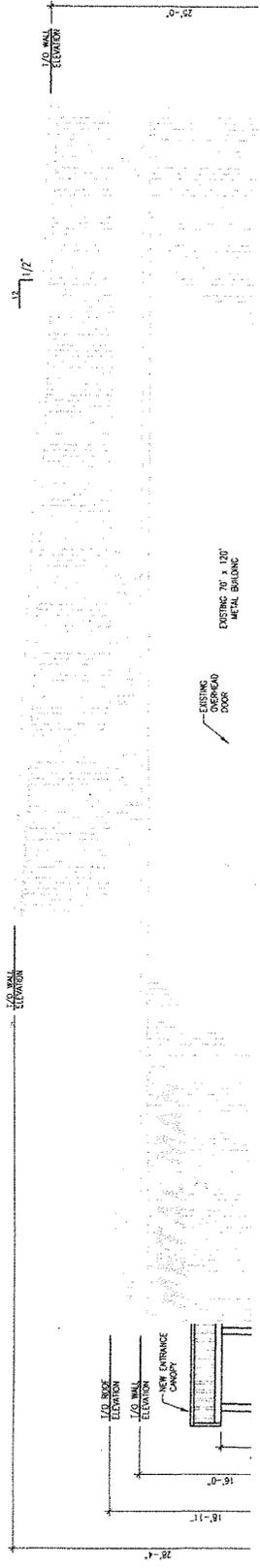
**1** ELEVATION  
18" x 42"



**2** ELEVATION  
18" x 42"



**3** ELEVATION  
18" x 42"



CITY ENGINEER  
RECEIVED  
MAY 1  
WATER

**GENERAL**  
THESE ELEVATIONS ARE PROVIDED TO ILLUSTRATE MAJOR BUILDING COMPONENTS. WHERE THE ELEVATIONS AND OTHER PROJECT INFORMATION

Project: \_\_\_\_\_

Date: \_\_\_\_\_

***Short Environmental Assessment Form  
Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

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

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

Project: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Short Environmental Assessment Form Part 3 Determination of Significance***

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

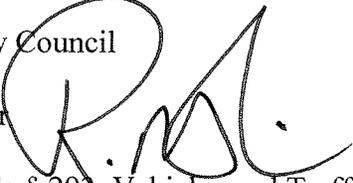
\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

Ord No. 1

June 11, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Amending City Municipal Code § 293, Vehicles and Traffic,  
East Tower Square and Tower Square, Thompson Park

As stated in the attached report of City Engineer Justin Wood, the attached Ordinance will address changes to parking at Thompson Park for safety concerns and emergency vehicle access. This item was presented and discussed at the June 11, 2019 City Council Work Session. The consensus of the Council was to proceed as presented.

ORDINANCE

Page 1 of 1  
Amending City Municipal Code § 293,  
Vehicles and Traffic  
East Tower Square & Tower Square

Council Member COMPO, Sarah V.  
Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

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

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

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
East Tower Square	South	From Pinnacle Wood Drive to a point 850' west thereof

and,

§ 293-62. Schedule XIV. No Stopping

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Tower Square	Inner Perimeter	All four sides.

and,

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

**Seconded by**



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: June 6, 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Thompson Park – East Tower Drive Parking Ordinance

This memo addresses changes to parking at Thompson Park on East Tower Drive, to address safety concerns and emergency vehicle access. The stretch of road between Pinnacle Wood Drive (near the main pavilion) and Tower Square is limited in width and when vehicles park on both sides of the road, it limits space to maintain two way traffic, limits visibility of the crosswalk area and for adults and children exiting/entering vehicles. The popularity of the splash pad has exacerbated this condition, and thus prompted action by the City Manager and staff to post signage and amend the ordinance to prohibit parking on one side of the road.

Parking will be prohibited on the south side (splash pad side), to maintain clear lines of sight for vehicles entering the roadway at the main parking lot entrance. This will also provide a clear line of sight for parents from the splash pad to the road. The parking will continue to be allowed on the north side, which does not impact visibility of the main parking lot entrance, provides convenient use to the bathrooms, main pavilion, playground, and picnic areas.

In addition to the above parking amendment, there is an area along the inner perimeter of Tower Square, encompassing the Fort Drum Monument, which is posted “No Stopping” but is not listed in the City’s Ordinance. NYS Vehicle and Traffic Laws states that vehicles cannot stop, stand, or park in areas posted “No Stopping”. We will use this opportunity to update the Ordinance for both the parking and stopping amendments to Vehicles and Traffic Chapter 293-61 and 293-62 respectively.

Please forward this memorandum and associated ordinance to City Council for their consideration and approval.

cc: Charles Donoghue, Police Chief  
Patrick Keenan, Superintendent of Public Works  
Erin Gardner, Superintendent of Parks and Recreation

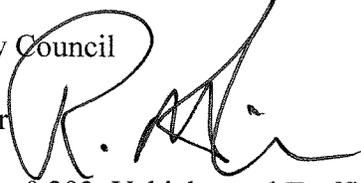


Imagery ©2019 Google, Map data ©2019 Google 200 ft

Ord No. 2

June 11, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Amending City Municipal Code § 293, Vehicles and Traffic,  
Main Street West

As stated in the attached report of City Engineer Justin Wood, the attached Ordinance will build on the success of Phase 1 by extending the new lane configuration all the way to Leray Street. This item was presented to the Council for a second time during the City Council Work Session of June 11, 2019. The consensus of the Council was to proceed as presented by the City Engineer.

ORDINANCE

Page 1 of 1

Amending City Municipal Code § 293, Vehicles and Traffic, Main Street West

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

*Introduced by*

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

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

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Main Street West	South	From Bradley St. to Leray St.
Main Street West	North	From Bradley St. to Leray St.

and,

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

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

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Main Street West	South	150 feet west from the southwest corner of the Court Street bridge intersection

and,

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

*Seconded by*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: May 1, 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Main Street West – Phase 2 Road Diet and Parking Ordinance Amendment

In the summer of 2017, the Main Street West Resurfacing Project, between Van Duzee Street and Bradley Street, was reviewed for opportunities to improve all modes of transportation, in accordance with the City's Complete Streets Initiative. The review process, conducted by the Complete Streets Committee, in coordination with the Engineering Dept, identified the excess vehicular capacity with four (4) travel lanes and Annual Average Daily Traffic (AADT) of 6,000. The recommendations produced by the review process included performing a "Road Diet", by reducing the number of travel lanes from four (4) to two (2), with a center left turn lane, 5' bicycle lanes, and 8' parking lanes on each side. This paving and restriping was conducted in a phased approach by using Bradley Street as the easterly terminus of Phase 1. Overall, the improvements have been well received by helping to reduce traffic speeds, providing bike lane accommodations, and improving ADA accessibility all while progressing the City's Complete Streets Initiative.

The remaining ¼ mile section of Main Street West, between Bradley St. and Leray St, is the subject of this memorandum to extend the "Road Diet" and complete Phase 2 improvements in this corridor. In the 500-600 Blocks of Main St West, the lanes are enormous (up to 15' wide), and the street feels like a wide open runway with four (4) travel lanes and limited parking. When traveling eastbound on Main St W. toward Leray St., the outer travel lane conflicts with parked cars, before reemerging as a right turn only lane at Court Street Bridge. This conflict forces motorists to suddenly merge with the inner lane to weave around parked cars, which can be dangerous. There have been atleast two crashes in the past two years associated with lane confusion and sideswipes, which will be corrected by this restriping. Additionally, two bicycle accidents occurred in the past three years due to bicyclists using the wrong side of the road. This new configuration provides the proper infrastructure for bicyclists to use and improve safety.

**The City has an opportunity to build on the success of Phase 1 by extending the new lane configuration all the way to Leray Street this spring, before the annual mainline striping is completed. This will require an amendment to the City's Parking Ordinance to prohibit parking on both sides of the street to accommodate the new lane configuration, which ultimately will improve safety and calm traffic flow through the corridor.**

The proposed lane configuration will provide a single 12' travel lane in each direction, as well as right turn lanes at the major approaches to Bradley St. and Leray St, as shown in the attached drawing. The reduction from four travel lanes to two, as well as prohibition of parking on both sides, will help reduce speeds, eliminate weaving and passing maneuvers, and allow the introduction of bicycle accommodations in an area that sees little use for parking anyway.

The Black River Outfitters and the Vintage Soul Antiques shop utilize a small gravel lot on the west side of the building as the primary parking for their customers and have stated they are in agreement with the proposed plan, as is Chiappone's Tire Warehouse. Parking on the north side of the street is rarely used by the five residential properties between Edmund St. and Leray St. Each property has a dedicated driveway and parking at the rear for the homeowners to use. These property owners have been sent letters to advise them of the proposed change and the discussion taking place at the May 13<sup>th</sup> Work Session.

**Action Item:**

1. Provide direction on proposed parking restrictions so the striping plan can be implemented this spring, as per the attached plan to complete the Phase 2 Main Street West Complete Streets Initiative.
2. At a follow up City Council Meeting, staff will provide the Parking Ordinance Amendment for formal adoption.

Please forward this memorandum and associated ordinance to City Council for their consideration and approval.

cc: Charles Donoghue, Police Chief  
Patrick Keenan, Superintendent of Public Works  
Michael Lumbis, Planning and Community Development Director

ACCIDENT SUMMARY 3 Yr W Main St Leray to Bradley 4/2019

DATE	TIME	DAY	Blk/InX	V1	V2	INJ	AT FAULT ACTION
5/13/2016	1045	FRI	Court	sb LeRay	Lt Court	n	v turned left onto Wmain
9/13/2016	1949	FRI	Court	nb Court	Lt Court	y	bike wrong side of road into lt turing v1
9/23/2016	1337	FRI	Court	eb Main	wb Main	n	undetermined-v2 turning left
11/11/2016	0709	FRI	Bradley	sb Brad	wb Main	n	undetermined- v1 lt turn from bradley
1/12/2017	1746	THU	LeRay	wb Main	nb Court	y	v1 ran red light turning left onto LeRay
4/27/2017	1530	THU	500	wb Main	wb Main	n	lane usage improper/confusion
8/15/2017	1710	TUE	500	south	eb Main	y	bike wrong side hit V1 exiting parkinglot
1/11/2018	1818	THU	LeRay	wb Main	wb Main	n	lane usage improper/confusion
12/10/2018	1249	MON	Court	eb Main	eb Main	n	v1 rear end v2

**MAIN STREET WEST - EXISTING STRIPING**  
**2019-06-06**



**MAIN STREET WEST - PROPOSED STRIPING**  
**2019-06-06**



Public Hearing – 7:30 p.m.

June 12, 2019

To: Richard M. Finn, City Manager  
From: James E. Mills, City Comptroller  
Subject: Authorizing Spending of Funds from the Capital Reserve Fund

Included in the Fiscal Year 2019-20 Capital Budget and General Fund Budget was the following equipment purchase that was to be funded from the Capital Reserve Fund.

4x4 Snow Plow with wing, underbody scraper and spreader	\$ 260,000
Total	<u>\$ 260,000</u>

The estimated ending FY 2019-20 balance of the Capital Reserve Fund will be \$166,433 which has been included as a future funding source in the City's multi-year financial and capital plans contained in the FY 2019-20 adopted budget.

Prior to any funds being spent from the Capital Reserve Fund on these projects a public hearing must be held. Accordingly, a Public Hearing be set for June 17, 2019 at 7:30 p.m. to discuss the appropriation of these capital reserve funds.

ACTION: City Manager recommends approval.



# RESOLUTION

Page 1 of 1

Authorizing Spending  
From Capital Reserve Fund

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa L.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

Council Member Cody J. Horbacz

WHEREAS on June 19, 2006, the City Council approved establishing a Capital Reserve Fund pursuant to Section 6-c of the General Municipal Law to finance future capital improvements, and

WHEREAS the Adopted 2019-20 Capital Fund Budget and General Fund Budget included the following projects and equipment purchases: Snow plow with wing, underbody scraper and spreader (\$260,000), and

WHEREAS the City Council desired to fund these projects and equipment purchases from the Capital Reserve Fund, and

WHEREAS on Monday, June 17, 2019 at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this capital reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the capital reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of Capital Reserve funds in an amount not to exceed \$260,000 to pay for the cost of the Snow plow with wing, underbody scraper and spreader.

***Seconded by*** Council Member Ryan J. Henry-Wilkinson

Laid Over Under the Rules

June 12, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: Outdoor Dining Within the Downtown Core Overlay

Last year, at several of its monthly meetings, the Advantage Watertown advisory board discussed various means of activating the public realm in downtown Watertown. One activator that received great support was to encourage more outdoor dining, and streamline the process for approving outdoor dining facilities downtown.

Planning, Engineering and Public Works Staff presented a formal report and draft Code additions and revisions to the City Council at its May 13, 2019 work session, that created new enabling legislation for outdoor dining uses within the Downtown Core Overlay. At this work session, the Council provided positive feedback and directed Staff to proceed with drafting an Ordinance that adopted the proposed code.

The Ordinance attached for City Council Consideration approves three separate changes to Chapter 265, which governs streets and sidewalks, all of which relate to outdoor dining. The attached ordinance approves amendments to Section 265-10 and 265-19, and approves the newly created Article III of Chapter 265 in its entirety.

At the Council's request, Staff sent a copy of the draft code to Downtown Business Association (DBA) leadership and requested that the DBA share the code with its membership. The DBA subsequently reported to Staff that it received no significant opposition to the proposal following its outreach.

The attached Ordinance was introduced and laid over under the rules at the June 3, 2019 City Council meeting since Unanimous Consent could not be achieved. The SEQR resolution has already been approved.

ACTION: City Manager recommends approval.



ORDINANCE

Page 1 of 6

Amending City Municipal Code § 265, Streets and Sidewalks

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

**Introduced by**

Council Member Ryan J. Henry-Wilkinson

WHEREAS the City of Watertown recognizes the value of outdoor dining in cultivating a vibrant and walkable downtown, and

WHEREAS the City seeks to streamline the process of approving outdoor dining uses within the Downtown Core Overlay and promote the increasing establishment of said uses.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown that § 265-10 of the City Code of the City of Watertown is amended by adding the following:

E. Establish any outdoor dining use on any sidewalk within the Downtown Core Overlay, per Article III of this Chapter.

and,

BE IT FURTHER ORDAINED that the following replaces the current § 265-19 in its entirety:

A. General

No person shall place any barrel, box, showcase, merchandise or other material or article upon any sidewalk or street, except in front of the premises occupied by such person and then only for such time as is necessary to transport the same across the sidewalk or street. Each and every day that any person permits any violation of this section to continue after the City provides notice to remove the same shall constitute a separate and distinct violation of this section.

Upon obtaining a License Agreement from the City Manager’s Office, an owner or occupant of a store may display for sale goods, wares and merchandise adjoining the outer wall of such store and within three feet thereof, provided that said owner or occupant maintains five (5) feet of unobstructed corridor space for pedestrian traffic to ensure a continuous Pedestrian Access Route (PAR).

ORDINANCE

Page 2 of 6  
Amending City Municipal Code § 265,  
Streets and Sidewalks

Council Member COMPO, Sarah V.  
Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

B. Outdoor Dining Facilities

(1) Within the Downtown Core Overlay, Outdoor Dining Facilities on City property will require a permit pursuant to Article III of this Chapter.

(2) Outside of the Downtown Core Overlay, Outdoor Dining Facilities on City property will require a License Agreement from the City Manager’s Office.

And,

BE IT FURTHER ORDAINED that § 265-26, § 265-27, § 265-28, § 265-29, § 265-30 and § 265-31 are added to create Article III of Chapter 265, consisting of the following:

**Article III. Outdoor Dining within the Downtown Core Overlay**

**§ 265-26. Purpose.**

This article is intended to facilitate outdoor dining in order to create an active streetscape, to enhance the economic and social vitality of Public Square and to promote pedestrian activity. It is also intended to expedite the approval of such facilities within the Downtown Core Overlay, while ensuring that such dining will not significantly impair the public’s use of the sidewalks and protecting adjacent residential and commercial uses from any adverse impacts from such dining.

**§ 265-27. Authorization Requirement.**

A restaurant wishing to establish an outdoor dining facility within the Downtown Core Overlay may apply for a permit to establish said facility under this article. Other uses of City sidewalks and/or Right-of Way (ROW) and any Restaurant outside the Downtown Core Overlay wishing to establish an outdoor dining facility on City property must apply for a License Agreement from the City Manager’s Office under Section § 265-19.

**§ 265-28. Administrative Permit Process.**

A. An applicant for an Outdoor Dining Permit shall file an application with the City Engineer for review. The application shall include:

# ORDINANCE

Page 3 of 6

Amending City Municipal Code § 265,  
Streets and Sidewalks

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

(1) A completed application form;

(2) A site plan drawing with dimensions depicting the proposed location for the outdoor dining area, including the layout of tables, chairs, barriers, umbrellas, lighting and other facilities to be located within the proposed outdoor dining area. The drawing shall also accurately depict the existing sidewalk conditions, including sidewalk width from building face to curb, location and dimensions of tree wells, locations of lamp posts, traffic and parking signs, signal poles, trash receptacles benches and other information as the City Engineer may require to assist the review and approval process;

(3) Photos or other images of proposed furniture;

(4) An estimated square footage calculation of the proposed outdoor dining area;

(5) Proof of Commercial General Liability Insurance in the sum of \$2,000,000 for the general aggregate limit and \$1,000,000 for each occurrence, and also Liquor Liability Coverage, and to furnish the City Engineer, upon executing this permit, a Certificate of the insurance company in which it carries said insurance showing that such a policy has been issued and is in force, and that the City is listed as an additional insured.

B. The City Engineering Department shall review the application to determine if the proposed dining establishment and any encroachment into the public right-of-way can be accommodated while still providing adequate space within the public right-of-way to facilitate safe circulation of pedestrian traffic.

C. The City Engineer may approve, approve with conditions, or deny the application. The restaurant shall maintain a complete copy of the approved application package at their premises.

D. Any changes to the approved plan are subject to review and approval by the City Engineer.

E. The Outdoor Dining Permit shall be valid only between May 1 and October 15 in order to avoid conflict with snow removal during the cold weather season. Short-term exceptions may receive consideration on a case-by-case basis.

ORDINANCE

Page 4 of 6

Amending City Municipal Code § 265,  
Streets and Sidewalks

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

F. The restaurant must renew its permit each year prior to using the sidewalk. The restaurant may do this without submitting a new application, upon providing the City with proof of all required insurance and a signed letter affirming no changes to the approved plan.

G. If an entire Dining Season (May 1 – October 15 of a single calendar year) passes without renewal or if a restaurant undergoes an ownership change, then that restaurant must re-apply for a new permit.

**§ 265-29. Standards for Outdoor Dining.**

A. The outdoor dining area shall be located adjacent to the restaurant’s frontage. Special Exceptions may receive consideration at the discretion of the City Engineer, upon the applicant obtaining the written consent of the adjacent property owner.

B. The outdoor dining area may be open to patrons from 6:00 a.m. to 11:00 p.m. daily.

C. The restaurant must maintain a minimum unobstructed corridor space of at least five (5) feet in width for pedestrian traffic to ensure a continuous Pedestrian Access Route (PAR) across the restaurant’s frontage. The PAR may run either around or through an outdoor dining area, provided that the City Engineer determines the dining area layout to be safe to sidewalk users, restaurant patrons and employees.

D. Ingress/egress between any building entryway and the PAR must meet width standards of the Americans with Disabilities Act (ADA).

F. The outdoor dining area must remain neat and clean at all times. It must be free at all times from food waste and all other garbage in order to deter animals and minimize the spread of garbage throughout downtown.

G. No food preparation may occur in the outdoor dining area.

H. All signs in the outdoor dining area must have a valid City Permit. Menus under glass shall not be considered signs for the purposes of this Article, and may be displayed.

I. Awnings must obtain a separate building permit.

# ORDINANCE

Page 5 of 6

Amending City Municipal Code § 265,  
Streets and Sidewalks

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

J. Noise levels must adhere to a reasonable volume.

K. New York State alcohol laws govern the service and consumption of all alcohol.

L. Barriers are required around the outdoor dining area in order to delineate the dining area from the PAR. The City reserves the right to review and approve the type and design of any barrier.

M. All furniture and barriers must be temporary in nature and readily removable without damage to the surface of the Right-of-Way. There shall be no penetration of or physical attachment to sidewalk surfaces.

N. Smoking and vaping are prohibited in all outdoor dining areas within the Downtown Core Overlay.

O. The applicant must comply with reasonable conditions as the City Engineer may require

## § 265-30. Insurance and Hold Harmless

A. The issuance of any Outdoor Dining Permit shall be conditioned upon the restaurant maintaining liability insurance and liquor liability insurance, with required limits and coverage, including for its operation within the outdoor dining area. Permission to establish and maintain the outdoor dining area shall not be construed to relieve the restaurant of liability for any negligence on the restaurant's part on account of or in connection with the outdoor dining area. A restaurant's insurance must be valid at all times, and a restaurant must notify the City of any termination or loss of insurance for any reason.

B. By accepting the authorization granted by a permit authorized by this article to establish and maintain an outdoor dining area, and by so establishing the outdoor dining area, the restaurant shall be deemed to have promised to save harmless the City of Watertown from any and all liability (including attorneys' fees and litigation expenses) arising by reason of the establishment, construction, placement, existence, use or maintenance of the outdoor dining area.

ORDINANCE

Page 6 of 6

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 Mayor BUTLER, Jr., Joseph M.  
 Total .....

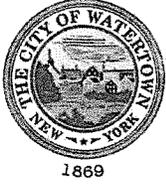
YEA	NAY

**§ 265-31. Termination**

The City of Watertown may terminate the authorization granted by a permit under this section whenever the City Manager determines that the City has need to use the affected public right-of-way for just cause. In such cases, the City will, by written notification, demand that the restaurant remove the outdoor dining area. The restaurant shall complete said removal by the date specified in the notice and shall accomplish the removal on its own without cost to the City. If the restaurant shall fail or neglect to remove the encroachment within the time specified, the city shall have the right to remove the encroachment, at the expense of the restaurant, and shall not be liable to the restaurant for any loss or damage to the structure of the encroachment or personal property within the encroachment area, caused by the removal.

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

*Seconded by* Council Member Lisa A. Ruggiero



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

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600 William T. Field Drive  
Watertown, New York 13601  
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**ERIN E. GARDNER**  
Superintendent

**DATE:** June 11, 2019  
**TO:** Rick Finn, City Manager  
**FROM:** Erin E. Gardner, Superintendent of Parks & Recreation  
**SUBJECT:** Parks & Recreation Fees

The Parks & Recreation Department is requesting to add fees to the City Fees Schedule for the 2019/2020 fiscal year.

The Parks & Recreation Department will be taking over the Sunday Football League. The cost per team is \$250.00.

The Department would also like to add fees for the garbage removal for large groups at Thompson Park. The fee for garbage removal from Thompson Park for large events will be as follows: 1-99 people \$50, 100-199 people \$100 and 200+ people \$150.

Superintendent Gardner will be in attendance to answer any questions.