

**CITY OF WATERTOWN, NEW YORK**  
**REVISED AGENDA**  
**Monday, June 18, 2018**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, June 18, 2018, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Amendment No. 116 to the Management and Management Confidential Pay Plan for Fiscal Year 2018-19
- Resolution No. 2 - Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 3 - Approving Agreement Between the City of Watertown and the Thompson Park Conservancy
- Resolution No. 4 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 5 - Authorizing Agreement for Grant Writing Services, Strategic Development Specialists
- Resolution No. 6 - Approving Pivot Employee Assistance Services Contract
- Resolution No. 7 - Accepting Bid for Slip Form Curbing Machine, Gomaco Corporation

- Resolution No. 8 - Authorizing an Application to the New York State Department of Environmental Conservation for Funding Through the Urban and Community Forestry Program
- Resolution No. 9 - Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2018
- Resolution No. 10 - Approving the Site Plan for the Construction of a 2,700 Square-Foot Building Addition, a 45,150 Square-Foot Parking Area Expansion and Associated Site Improvements at 1575 Washington Street, Parcel Number 13-23-104.001
- Resolution No. 11 - Approving Gross Receipts Tax Settlement with Verizon New York Inc.
- Resolution No. 12 - Establishing Standard Work Day and Reporting For Council Member Ryan J. Henry-Wilkinson
- Resolution No. 13 - Authorizing Assignment of City-owned Tax Sale Certificates on Parcel Numbers 01-10-207.000, 01-10-208.000, 01-10-209.000 and 01-10-210.000 Known as 60 Meriline Avenue, 61 Meriline Avenue, 62 Meriline Avenue and 63 Meriline Avenue to Justin Brotherton, 200 Washington Street, Suite 401, Watertown, New York 13601
- Resolution No. 14 - Authorizing Private Sale of Real Property at 424 VanDuzee St. in the City of Watertown
- Resolution No. 15 - Agreement With Watertown First, Inc. for Sidewalk Vendors During Block Parties June 29, July 27, and August 24, 2018

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

- 7:30 p.m. Resolution Authorizing Spending From Capital Reserve Fund
- 7:30 p.m. Resolution Authorizing Spending From the Duffy Fairgrounds Stadium Reserve Fund
- 7:30 p.m. A Local Law amending Sections 253-17 Of the City of Watertown Code of the City of Watertown

**OLD BUSINESS**

**STAFF REPORTS**

1. Request to Waive the Rental Fee for the Thompson Park Pavilion, Children's Miracle Network and Jefferson County SPCA
2. Sales Tax Revenue – May 2018
3. Sales of Surplus Hydro-electricity – May 2018

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JULY 2, 2018.**

Res No. 1

June 6, 2018

To: The Honorable Mayor and City Council  
From: James Mills, City Comptroller  
Subject: Fiscal Year 2018-19 Management and Management Confidential Pay Plan

At the adjourned City Council Meeting from May 21, 2018 City Council approved resolutions associated with the adoption of the Fiscal Year 2018-19 Budget. One of those resolutions established the Management/Management Confidential salaries for the upcoming fiscal year.

The attached resolution revising the Management and Management Confidential Pay Plan includes a Civil Engineer I position that was omitted and a correction to the Library Director's salary to correct a transposition.

# RESOLUTION

Page 1 of 1

Amendment No. 116 to the Management  
And Management Confidential Pay Plan  
for Fiscal Year 2018-19

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

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. 116 to the Management and Management Confidential Pay Plan, in order to amend the annual compensation for the positions listed below effective July 1, 2018,

**Position**

Civil Engineer I (Damon)

Library Director

**Salary**

\$ 62,967

\$ 74,145

***Seconded by***

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, 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 expired December 31, 2017. 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.

The term of this Agreement is for slightly more than one year through June 30, 2019. A longer term Lease Agreement will be put in place once the new Zoo Director has had ample time to become comfortable in his position. All parties agree to the terms and conditions of this Agreement.

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.

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

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr. Joseph M.

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

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**

# Agreement of Lease

This AGREEMENT OF LEASE (referred to herein as “Lease”) is being made and is intended to be effective as of, January 1, 2018, 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 a five year Capital Plan on or before January 1<sup>st</sup> of each contract year.

Section 3.     Term

- 3.1 The term of this Lease shall be for the period from January 1<sup>st</sup>, 2018, through June 30, 2019.

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/conservise 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

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

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BY: Joseph M. Butler  
ITS: Mayor

LESSEE:

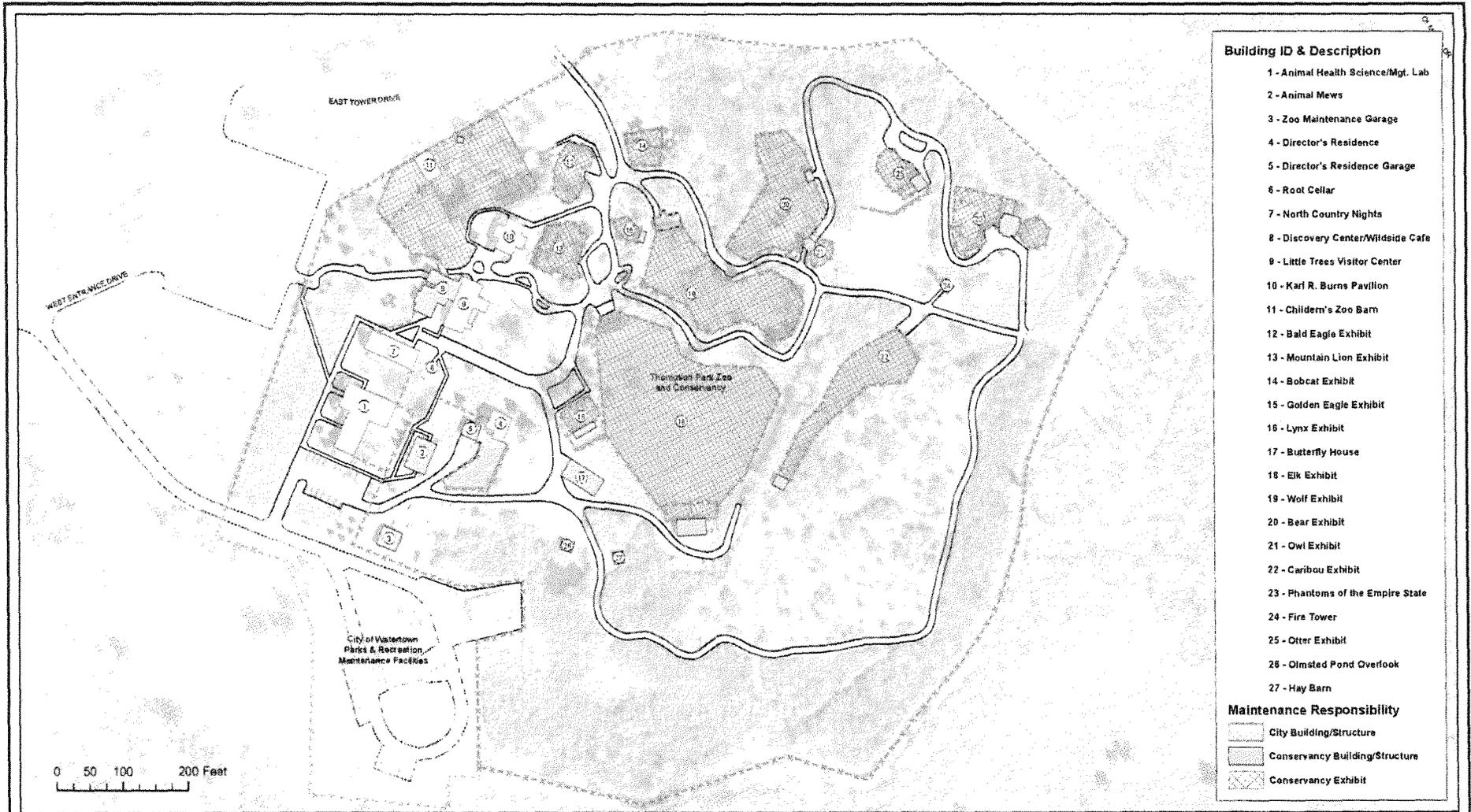
THOMPSON PARK CONSERVANCY, INC.

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

**Schedule A**

**See attached Map**



1	Information for Conservancy Buildings 27 & 27 was provided.	2/25/15	JAC
Revised:	Frequency of Review:	Date:	By:

Project: Thompson Park Zoo Agreement of Lease Between City of Watertown & Thompson Park Conservancy

Title: 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	
Reviewed By: E. Gardner	Approved By:
Drawn By: J. Corbin	Date:
Date: 2/25/15	Scale: As Noted
File: Schedule A - Map of the Zoo	

Res No. 3

June 8, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Approving Agreement Between the City of Watertown and the  
Thompson Park Conservancy

During the development of the budget for Fiscal Year 2018-19, the City Council appropriated \$30,000 for the Thompson Park Conservancy. This is the annual appropriation for improvements to the premises currently leased by the Conservancy from the City of Watertown.

Attached for City Council consideration is an Agreement between the City of Watertown and the Thompson Park Conservancy. The term of this Agreement is one year, beginning July 1, 2018. The Agreement indicates that the funds must be used for a valid public purpose and to improve the leased premises. The Agreement also defines what the City considers ineligible activities.

A resolution approving the Agreement between the City and Thompson Park Conservancy has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement Between the  
City of Watertown and the Thompson  
Park Conservancy

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises as detailed in the attached Agreement,

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

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

***Seconded by***

**AGREEMENT  
THOMPSON PARK CONSERVANCY**

**INTRODUCTION**

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the “Thompson Park Zoo” by lease of December 1997, and

WHEREAS since that time the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises,

**WITNESSETH**

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Thompson Park Conservancy shall use the funds provided under the terms of this Agreement to improve the leased premises.

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Thompson Park Conservancy shall be for a valid public purpose and shall improve the premises leased to the Thompson Park Conservancy by the City of Watertown. Repair and maintenance of the structures covered by the Lease Agreement between the City of Watertown and the Thompson Park Conservancy are eligible expenses.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2018, through June 30, 2019.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown General Fund, as appropriated therefore, shall not exceed Thirty Thousand Dollars (\$30,000) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Thompson Park Conservancy.
- C. The Thompson Park Conservancy understands that City funds may only be used for eligible activities and for services actually performed. The City will make payment after the rendering of a verified account and the audit of vouchers submitted by the Conservancy. A verified account shall then be submitted to the City on or before June 30, 2019.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Bradford J. Minnick  
City Manager

THOMPSON PARK CONSERVANCY

By: \_\_\_\_\_  
Board President

Res No. 4

June 8, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

Subject: Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

During the development of the budget for Fiscal Year 2018-19, the City Council appropriated an additional \$25,000 for the Thompson Park Conservancy to assist with operations.

Attached for City Council consideration is an Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc. The term of this Agreement is one year, beginning July 1, 2018. The Agreement indicates that the funds shall be used for promoting public purpose. The Agreement also defines what the City considers ineligible activities.

A Resolution approving the Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc. has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services  
Between the City of Watertown and the  
Thompson Park Conservancy, Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to assist with operations as detailed in the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc., a copy of which is attached and made a part of this resolution, and

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

***Seconded by***

**AGREEMENT FOR PUBLIC BENEFIT SERVICES**

**BETWEEN**

**THE CITY OF WATERTOWN, NEW YORK**

**and**

**THOMPSON PARK CONSERVANCY, INC.**

This Agreement made this \_\_\_\_ day of June, 2018, by and between the City of Watertown, New York (the “City”) and Thompson Park Conservancy, Inc. (“the Conservancy”).

**PREAMBLE**

WHEREAS the City owns a public park known as Thompson Park located in the City of Watertown; and

WHEREAS the Conservancy currently leases certain premises located in Thompson Park for its operation of the “Thompson Park Zoo,” and also known as the “New York State Zoo at Thompson Park,” pursuant to a lease agreement between the parties effective January 1, 2018; and

WHEREAS the City provides both financial and in-kind services in support of the Conservancy’s operations including, but not limited to, leasehold concessions which benefit City-owned buildings within the leased premises, and maintenance of those buildings as being City property; and maintenance of grounds which the City would otherwise maintain but for the Conservancy’s Lease; and

WHEREAS the Conservancy has evidenced a long-standing commitment to the promotion of education, amusement, and recreation of the citizens of the City and has many programs dedicated to the overall public good; and

WHEREAS the work of the Conservancy serves the public and/or municipal purposes set forth at Section 21 of the New York General City Law, and, thereby, promotes the general welfare of the citizens of the City; and

WHEREAS the City desires to enter into a contract with the Conservancy to provide those services which fall within the ambit of General City Law Section 21 in furtherance of the City’s “public or municipal purposes;”

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

## AGREEMENT

**Article I** DESCRIPTION OF SERVICES. The Conservancy will continue to provide services which advance the public or municipal purposes of promoting education, amusement and recreation for the citizens of the City. Those services include the maintenance of equipment which promotes the health of the animals in the zoo; the recruiting of volunteers for guiding tours and public education; the maintenance of specific exhibits which enlighten the public and promote the public's amusement and recreation, all of which are deserving of public support to the end of assisting the City in meeting its responsibilities and authority under Section 21 of the General City Law.

**Article II** ELIGIBLE ACTIVITIES. Eligible activities of the Conservancy which shall be considered reimbursable by the City as promoting a public purpose involve the following:

- a. Recruiting and training of volunteers;
- b. Operating expenses of zookeepers' space and equipment;
- c. Educational support for animal handlers and safety training for zoo staff;
- d. Maintenance of particular animal holding areas such that the animals will be contained in a safe and comfortable environment; and
- e. The provision of electrical power and water to various exhibits and holding areas of the zoo.

**Article III** INELIGIBLE ACTIVITIES. Activities of the Thompson Park Conservancy which shall be ineligible for reimbursement include, but are not limited to, animal acquisition, salaries, insurance, interest, purchases of equipment which is not directly related to the care of animals or the education of the public, or program activities solely directed toward or restricted to organizational membership.

**Article IV** TERM OF THIS AGREEMENT. The term of this Agreement shall be from January 1, 2018 through June 30, 2019.

**Article V** MANNER OF PAYMENT.

- a. The City agrees to provide Twenty-Five Thousand Dollars (\$25,000.00) to the Thompson Park Conservancy for the term specified above.
- b. Payment shall be made by the City Comptroller. The annual payment will be made on or after August 1, 2018. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice Form.

**Article VI** PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated herein. Performance of the terms and conditions of this Agreement shall be subject to, and in conformance with, all applicable laws.

**Article VII** ANNUAL REPORT. The Conservancy will provide the City of Watertown with a copy of its annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by the Conservancy to the citizens of Watertown.

**Article VIII** TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination of the Agreement, stating in good faith and for good and valid reasons why such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the Conservancy shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, as the address of such party as hereinafter set out.

**Article IX** EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the Conservancy. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

**Article X** NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager  
City of Watertown  
245 Washington Street  
Suite 302  
Watertown, New York 13601

THOMPSON PARK CONSERVANCY, INC.:

Thompson Park Conservancy, Inc.  
1 Thompson Park  
Watertown, New York 13601

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

**IN WITNESS WHEREOF**, the City of Watertown and Thompson Park Conservancy, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

The City of Watertown

Thompson Park Conservancy, Inc.

\_\_\_\_\_  
By: Bradford J. Minnick, City Manager

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

Res No. 5

June 8, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Agreement for Grant Writing Services

The City of Watertown has worked with Strategic Development Specialists for several years as they have successfully guided us through grant applications resulting in millions of dollars. City Staff recommends renewing their Agreement for another one-year term. Funding is included in the Adopted FY 2018-2019 Budget.

A Resolution for Council consideration is attached.

# RESOLUTION

Page 1 of 1

Authorizing Agreement for Grant  
Writing Services, Strategic Development  
Specialists

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

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, and

WHEREAS the City has previously enjoyed success with the services provided by Strategic Development Specialists in the past,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the Agreement Between the City of Watertown and Strategic Development Specialists, a copy of which is attached and made part of this resolution, in the amount of \$60,000 for Grant Research and Writing Services for the City of Watertown, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the attached Agreement 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:

The City Manager'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)

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

CITY OF WATERTOWN

By: \_\_\_\_\_  
Leann West, Member

By: \_\_\_\_\_  
City Manager

Res No. 6

June 8, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Approving Pivot Employee Services Contract

Attached for City Council consideration is a resolution approving a Service Agreement between the City of Watertown and Pivot, 167 Polk Street, Watertown, New York. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

Pivot will provide DOT and FTA approved training for employees and supervisors and serve as the City's Substance Abuse Professional for FTA purposes.

An effective Pivot program is a crucial management tool and is available to assist City employees and their family members with a wide range of situations, such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

The rate for services under the proposed Agreement is \$20.98 per employee for the 12 month agreement, which represents the same fee schedule as last year. Attached for Council consideration is a resolution approving this agreement.

# RESOLUTION

Page 1 of 1

Approving Pivot Employee Assistance Services Contract

***Introduced by***

Council Member HENRY-WILKINSON, Henry J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to provide such a program for its employees and their families in compliance with NYS DOT and FTA requirements, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Pivot, 167 Polk Street, Watertown, New York, for one year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Pivot Employee Assistance Services Contract between the City of Watertown and Pivot (formerly Northern Employee Assistance Services), a copy of which is attached and made part of this resolution, and

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

***Seconded by***



EMPLOYEE ASSISTANCE SERVICES

A New Direction



I would like to take this time to Thank-you for choosing Pivot Employee Assistance Services as your EAP. We are proud to offer the highest quality of services and customer satisfaction and look forward to extending our contract with you for years to come.

Enclosed is your contract stating, that the City of Watertown, their employees and eligible family members can look forward to receiving counseling services, information, referrals and resources on virtually any issue. Pivot Employee Assistance Services provides access to a wide range of health and wellness information, as well as guidance to successfully balance work and life. We are also available for orientations, benefit or wellness fairs. In addition, our seminars and trainings and consulting services are always accessible to management and staff.

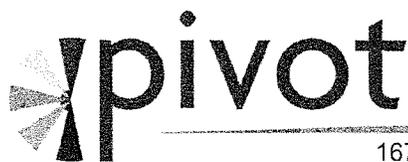
Please feel free to contact me anytime you have any questions, requests or want to discuss your employee assistance services in any way.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Flanagan-Hall".

*Kelly Flanagan-Hall*

Pivot Employee Assistance Service Program Coordinator



A New Direction

167 Polk Street, Suite 320 • Watertown, NY 13601

**Prevention & Health Services**

Office: 315-788-4660

Fax: 315-788-4922

[www.pivot2health.com](http://www.pivot2health.com)

**Employee Assistance Services**

Watertown Office: 315-788-4790

Ogdensburg Office: 315-713-4861

Toll Free: 1-877-327-6327

[www.pivot2eap.com](http://www.pivot2eap.com)

PIVOT EMPLOYEE ASSISTANCE SERVICES CONTRACT

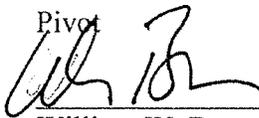
Between Pivot (formerly Northern Employee Assistance Services) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **July 1, 2018 to June 30, 2019** or until cancelled by either party upon 60 days written notice to the other party.

Pivot (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Municipality):

1. The Provider will consult with the Municipality and the advisory committee regarding continuing program development.
2. The Provider will assist the Municipality in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Municipality will receive the following free trainings: Workplace Violence, Sexual Harassment, The Right to Know and DOT/FTA. All other trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Municipality program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Municipality when appropriate with respect to the Pivot Employee Assistance Services.
8. The Provider will assist the Municipality with any program evaluation efforts for the purpose of ongoing program development and justification.

9. The Provider will provide Substance Abuse Professional Services in accordance with Department of Transportation regulations. The Provider will also provide Drug Free Awareness Program in compliance with FTA standards.

The cost of said Pivot Employee Assistance Services for the specified period, based on **348 employees at \$20.98 per capita is \$7,300**, payable in full or \_\_\_\_\_ parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

Pivot  
  
\_\_\_\_\_  
Date 6/2/14  
William W. Bowman, Executive Director

City of Watertown  
\_\_\_\_\_  
Date \_\_\_\_\_  
Bradford J. Minnick, City Manager

Res No. 7

June 12, 2018

To: The Honorable Mayor and City Council  
From: Bradford J. Minnick, City Manager  
Subject: Accepting Bid for Curbing Machine

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for a new and unused Slip Form Curbing Machine, per City specifications.

Invitations to bid were also issued to five (5) prospective bidders with a total of one (1) bid being received that was publicly opened and read in the Purchasing Department on Tuesday, June 12, 2018 at 11:00 a.m.

The Purchasing Department reviewed the bid received with Superintendent Gene Hayes, and it is their recommendation that the award be issued to Gomaco Corporation in the amount of \$89,640 as the lowest qualifying bidder meeting City specifications. The attached report from Superintendent Hayes provides his recommendation.

Funding for this purchase was included in the 2017-2018 Budget as a transfer from the General Fund.

A Resolution for City Council consideration is attached.

# RESOLUTION

Page 1 of 1

Accepting Bid for Slip Form Curbing Machine,  
Gomaco Corporation

***Introduced by***

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the a Slip Form Curbing Machine, as per City specifications, and

WHEREAS bid invitations were sent to five (5) prospective bidders with one (1) sealed bid submitted to the Purchasing Department, and

WHEREAS on Tuesday, June 12, 2018, 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 Superintendent Gene Hayes, and it is their recommendation that the City Council accept the bid submitted by Gomaco Corporation in the amount of \$89,640,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Gomaco Corporation in the amount of \$89,640 for the Slip Form Curbing Machine 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 Gomaco Corporation.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

June 12, 2018

To: Bradford Minnick  
From: Robert Cleaver  
Subject: Slip Form Curbing Machine Bid

The City's Purchasing Department advertised in the Watertown Daily Times on Thursday, May 31, 2018, calling for sealed bids for the purchase of one new and unused Slip Form Curbing Machine, per City's specifications, for use by the Department of Public Works.

In addition to the legal notice, notifications of bid were issued to 5 prospective bidders with only one bid submitted to the Purchasing Department where it was publicly opened and read on Tuesday, June 12, 2018 at 10:00 a.m., local time. The sole bid, with no exceptions to specifications, is as follows:

Gomaco Corporation	Model CC-1200 Curb Cadet	\$89,640.00
302 E. Hwys. 59 & 175	delivery 98 days after receipt of order	
Ida Grove, IA 51445		

Due to the nature of the item specified the bid response was limited to a single bid.

After reviewing the submittal with DPW Superintendent, Eugene Hayes, it is my recommendation that we award the contract to Gomaco Corporation, Ida Grove, IA in the amount of \$89,640.00.

The 2017-2018 Capital Appropriation for this purchase is \$85,000.

If you have any questions regarding this recommendation please feel free to contact me.

Robert J. Cleaver  
Interim Purchasing Manager

cc: Eugene Hayes, Superintendent of Public Works  
Jim Mills, City Comptroller  
file  
attach: product literature  
pg. 279, 2017 – 2018 Capital Budget  
rjc

	<b>MEMORANDUM</b> <b>Dept. Public Works</b>	E.P. Hayes
		Superintendent
		Date: 06-12-18
		Ref: PW 019-18
To:	Bradford M	
Subject:	Bid Recommendation: Slip Form Curb Machine	

On Tuesday, June 12, 2018, the single, sealed “Slip Form Curbing Machine” bid package was publicly opened at 10:00 A.M. by Robert Cleaver, Purchasing Agent, Room 205, Municipal Building, 245 Washington Street, Watertown, New York.

This was a single item bid requesting price and delivery on a self-propelled, manually steered, slip form concrete curbing machine for use by the City of Watertown DPW in replacing/installing curbing as part of street reconstruction projects. The results of the bid opening is as follows:

BIDDER	UNIT	PRICE
GOMACO Corporation	Curb Cadet, CC-1200 Compact Curb Machine	\$89,640.00

Funding for this unit is detailed on page pages 277 of the 2017-2018 Adopted Budget of the City of Watertown, under the Capital Budget Equipment Requests. With \$85,000 line itemed we expect the \$5,000 difference will be made up through the sale/auction of our existing machine through public auction on Auctions International where we anticipate purchase offers in the \$5,000 to \$8,000 range.

The City purchased its original GOMACO, Mode! CC-1200 Curb Cadet curb machine 2004 at a cost of \$37,416. To date we have installed approximately 80,000 linear feet of curbing on both city streets and at various locations throughout Jefferson County as part of our shared services agreement. Given our positive experience with the GOMACO unit and in preparing the detailed specifications we were again looking for a similar machine capable of concrete placement via inter-changeable molds over vertical dowels with horizontally placed rebar (Pin-On-Curb). The primary upgrade between two machines is the drive train on the new unit will be equipped with hydraulically driven “tracks” as opposed to the hard wheels. This upgrade will allow us greater precision and a more aggressive tracking over stone base roadway placement.

The machine offered is able to utilize the City’s existing inventory of inter-changeable molds.

It is my recommendation, as Superintendent of Public Works, that the award for the Slip Form Curb Machine go to the lowest/only priced bidder, Godbersen Smith Construction Co. Inc (aka) GOMACO Corp., 121 E. State Highway 175, IDA Grove, IA at the quoted total delivered price of \$89,640.

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

*Gene*

cc: Jim Mills, City Comptroller  
Robert Cleaver, City Purchasing Agent  
Peter Monaco, Assistant Superintendent of Public Works  
Shawn Dick, Street Maintenance Supervisor  
DPW file:  
1-141, Slip Form Curb Machine



GOMACO Corporation  
P.O. Box 151  
Ida Grove, IA 51445 USA  
Phone: 712-364-3347 Fax: 712.364.3986

***The Worldwide Leader in Concrete Paving Equipment***

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**Date:** June 8, 2018

**Quote To:**

**Quote For:** City of Watertown, NY

**Machine Quoted:** CC-1200

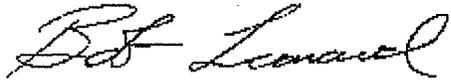
**Curb Cadet  
CC-1200**

<b>Description</b>	<b>Price</b>
<p style="text-align: center;"><b>Standard Machine Equipment</b></p> <p><b>950G Vanguard Diesel Engine 31 hp (23.1 kW)</b> <b>Fuel Reservoir 23 gal. (87.1 liter)</b> <b>Hydraulic Oil Reservoir 14.2 gal. (53.8 liter)</b> <b>Hydraulic Pump System</b> * load-sensed variable displacement piston pump control system <b>Control System</b> * electronic-over-hydraulic with manual steering <b>Leg Assemblies</b> * with 10 in. (254 mm) stroke lift cylinders <b>One Rear Track Assembly</b> * one 23 in. (584 mm) long and 6 in. (152 mm) wide track assembly <b>Two Front Track Assemblies</b> * includes two 23 in. (584 mm) long and 6 in. (152 mm) wide track assemblies <b>Concrete Hopper</b> * 12 in. (305 mm) diameter cross auger with 12 in. (305 mm) sideshifting <b>Vibrator Slipform Package</b> * one hydraulic variable speed vibrator * includes one curb mold <b>Emergency Stop Switches</b></p>	
<b>City of Watertown Price</b>	<b>\$ 89,640</b>
<p><b>F.O.B.: Watertown, NY</b> <b>Terms: 1% Cash discount 15 day, Net 30 Days</b> <b>GOMACO Serviceman included for initial machine setup and training</b> <b>This price is good for 60 days.</b> <b>GOMACO reserves the right to correct all clerical and verbal quote errors.</b></p>	

**Curb Cadet**  
**CC-1200**

If you have any questions regarding this quotation, please feel free to contact me at 800-831-2320.

Best regards,

A handwritten signature in black ink that reads "Bob Leonard". The signature is written in a cursive style with a large, stylized initial "B".

Bob Leonard  
Sales Manager

## Bid Proposal Certifications

### EXCEPTIONS OR LIMITATIONS TO BID SPECIFICATIONS AND CONDITIONS

This page must be completed and signed by the vendor in order for your bid to be considered by the City of Watertown.

A. If any exceptions or limitations to the bid conditions and specifications are part of your bid, you must check box 1 (below) and indicate the limitation on this page.

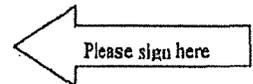
B. If no exceptions or limitations are part of your bid, you must check box 2 (below).

1. The following limitations or qualifications are included in this bid:

- a. Delivery:
- b. Freight or Delivery Charges:
- c. Pricing:
- d. Other (please specify):

2. No Limitations or Exceptions Apply

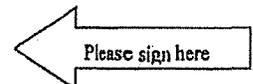
Authorized Signature Richard E. Smith Title Secretary  
Printed Name Richard E. Smith Title Secretary



### BIDDERS ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

The City of Watertown reserves the right to award bids by total (aggregate), group (subcategory) or individual (line-by-line), whichever is in the best interest of City of Watertown.

By signing below and submitting this bid for consideration by the City of Watertown, the bidder acknowledges that he/she has read, understood and agreed to all aspects of the General and Special Specifications, Instructions and Conditions, and all appendices and the Bidder Response Form as presented without reservation or alteration. The Bidder, Bidder affiliates and any other agency that intercedes on the Bidder's behalf also agrees to hold the City of Watertown harmless and not responsible for any hardship that can or potentially could be caused and subsequently impacts the bidder as a result of this bid.



Authorized Signature Richard E. Smith Title Secretary  
Printed Name: Richard E. Smith Company Name Goodersen Smith Const. Co. Inc. (d/a) GOMACO Co.  
Address: 121 E. State Highway 175, Ida Grove, IA 51445  
Phone Number: 712-364-3347 Fax Number 712-364-3986  
E-mail address: rsmith@gomaco.com Website: www.gomaco.com

**Non-Collusion Certificate**

EACH BID OR PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Resolved that Richard E. Smith be authorized to sign and submit the bid or proposal of this corporation for the following project:

2018-06-Slip-Form

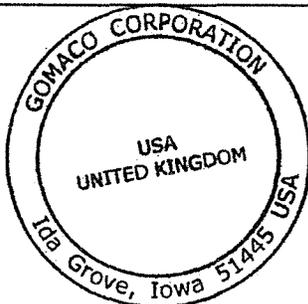
Curbing Machine - DPW

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporation bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of the resolution adopted by:  
Godbersen Smith Construction Co. Inc. (aka) GOMACO Corp.  
Corporation

At the meeting of its Board of Directors held on 6 day of June 2018

(Seal of Corporation)



**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, to the best of its knowledge and belief, each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

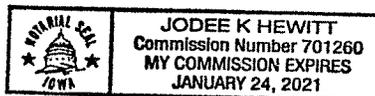
The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Richard E. Smith, being duly sworn, deposes and says that he/she is the Secretary of the Godbersen Smith Const. Co. Inc. (aka) GOMACO Corp. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

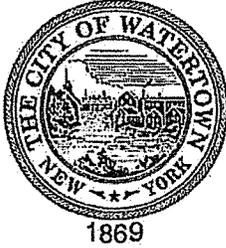
  
SIGNED

SWORN to before me this 07 day of June 2018

Notary Public: Jodee K. Hewitt







# CITY OF WATERTOWN, NEW YORK

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

## Bid 2018-06 Bid Response Form

1 (one) new and unused Slip-Form Curbing Machine

**Total Bid Price**

**\$ 89,640.00**

Delivery to take place 98 calendar days ARO (After Receipt of Order)

**Bid Submittals must include:**

- \* Non-Collusion Certificate
- \* Certificate of Compliance with Iran Divestment Act
- \* Exceptions or Limitations to Bid Specifications and Conditions
- \* Bidders Acknowledgement of Term and Conditions

Name: Richard E. Smith  
Address: 121 E. State Highway 175  
Ida Grove, IA 51445  
E:Mail: rsmith@gomaco.com

Contact: Bob Leonard  
Telephone: 712-364-3347  
Fax: 712-364-3986  
Website: www.gomaco.com



GOMACO Corporation  
P.O. Box 151  
Ida Grove, IA 51445 USA  
Phone: 712-364-3347 Fax: 712.364.3986

*The Worldwide Leader in Concrete Paving Equipment*

**date:** 6/8/2018  
**to:** City of Watertown, NY  
**company:** City of Watertown, NY  
**fax #:**  
**pages:** 1  
**re:** Authorized to do business in New York

**from:** Bob Leonard  
**company:** GOMACO  
**fax #:** (712)-364-3986  
**phone #:** (712)-364-3347

City of Watertown, NY,

GOMACO Corp. has been doing business with the City of Watertown on a direct base for the last five years so we are authorized to do business in New York.

Best regards,

Bob Leonard  
Sales Manager

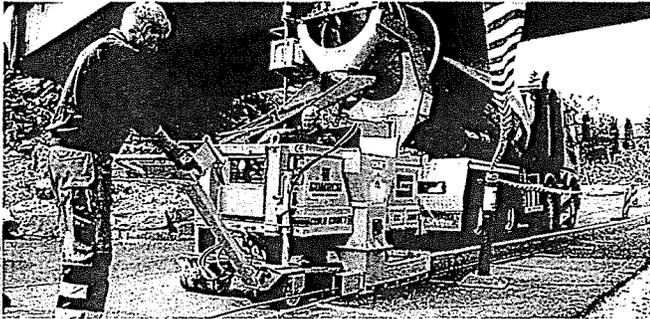
*From the desk of...*

**Bob Leonard**  
Sales Manager  
GOMACO Corporation  
302 E. Hwys. 59 & 175  
P.O. Box 151  
Ida Grove, IA 51445-0151  
U.S.A.

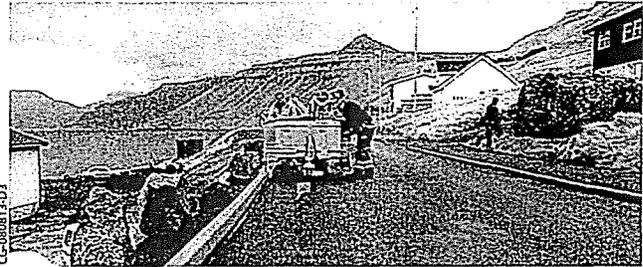
Voice: 712-364-3347  
Fax: 712.364.2016

# CURB CADET

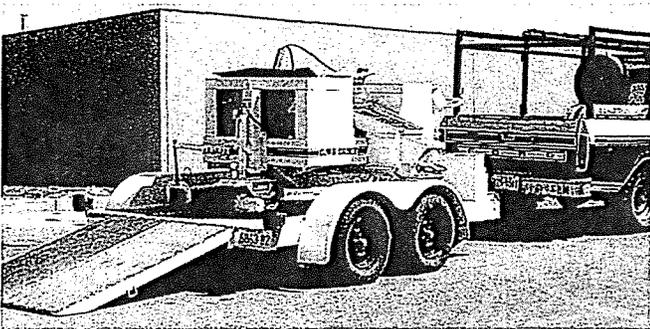
## COMPACT CURB MACHINE



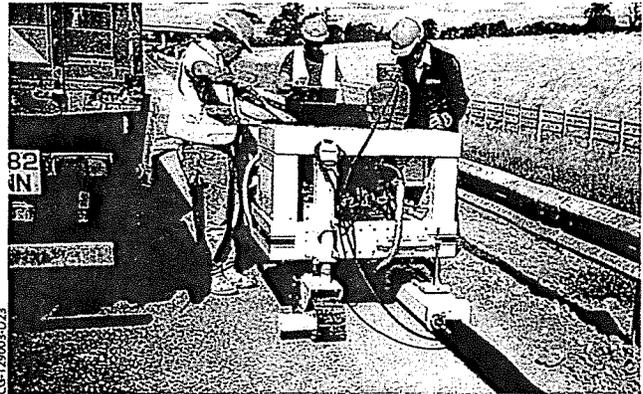
CG-011701-D5



CG-008811-D3



CG-079302-A



CG-129303-D23

### Highly Mobile Compact Curb Machine

- The Curb Cadet will slipform concrete curb or extrude asphalt or concrete curb. The extruder is capable of handling zero-slump concrete. It is self-propelled and compact in size for easy loading and transporting from job-to-job.
- The manual travel control valve and knob, grade controls, engine controls, and warning light are located on the handle.
- The manual steering assembly with control panel provides the operator with front wheel steering. Mobility is achieved with a hydraulically driven, rear-mounted track. An optional three-track machine is also available.
- The manual hydraulic system is easy to operate, troubleshoot, and maintain with adjustments made by simply turning a knob on the valve. The vibrator control knob and the cross-auger control knob are located on the front of the machine.
- The coordinated stop switch provides automatic on/off control of vibrator and/or auger synchronized with forward travel.
- Elevation of the Curb Cadet is controlled by three hydraulic cylinders with 10 inch (254 mm) stroke and an additional 5 inch (127 mm) manual adjustment.
- Molds are quickly interchangeable on the Curb Cadet and can accommodate concrete mold configurations that will fit within a 12 inch (305 mm) wide by 14 inch (356 mm) high section. For other slipform mold configurations, please consult the factory.
- Curb may be poured on either side of the machine. The hopper and mold is adjustable up to 12 inches (305 mm) by sliding to the right or left of center for side or center pours. With the slipform mold, the Curb Cadet can place concrete over dowels or continuous reinforcing bar.
- The hydraulically powered extruding auger and the cross-feed auger easily convert from the extrusion to the slipforming operation.
- The Curb Cadet has the capability of pouring a 24 inch (610 mm) radius, depending on the mold profile.



*The Worldwide Leader in Concrete Paving Technology*

# Curb Cadet Specifications

## ENGINE

**Type:** Diesel engine, water cooled.  
**Power:** 30.2 hp (22.5 kW) continuous @ 3000 rpm.

## SERVICE CAPACITIES

**Fuel reservoir:** 23 gal. (87.1 L).  
**Hydraulic oil reservoir:** 14.7 gal. (55.6 L).

## CONTROL SYSTEM

**Type:** Hydraulic, with controls on handle and front of the machine. The manual travel control valve, manual three-point grade control, cross auger directional controls, engine controls, and E-stop warning light are located on the handle. The vibrator control knob and cross-auger speed control knob are located on the front of the machine.

## VIBRATOR with slipform mold (option)

**Type:** Hydraulically powered, motor in head, variable speed, independently controlled. Recommended when slipforming over vertical dowels or inserting longitudinal steel.

## HOPPER CAPACITY

**Concrete:** 13 cu. ft. (0.37 cu. m).  
**Asphalt:** 7.1 cu. ft. (0.2 cu. m).

## CROSS-AUGER AND HOPPER

**Adjustable:** 12 in. (305 mm) sliding hopper.  
**Auger dimensions:** 12 in. (305 mm) diameter by 4.7 ft. (1.43 m) long for concrete. Removable paddles for slipforming.  
**Auger drive:** Hydraulic motor direct coupled to auger shaft.  
**Auger speed:** Up to 48 rpm.

## EXTRUDING AUGER with mold (option)

**Auger dimensions:** 6 in. (152 mm) diameter by 24 in. (610 mm) long.  
**Auger drive:** Hydraulic motor direct coupled to auger shaft.  
**Auger speed:** Up to 61 rpm.

## ASPHALT EXTRUSION ASSEMBLY with mold (option)

Asphalt extrusion kit includes a double skin hopper and auger, heavy duty extruding auger and drive, propane burner and propane tank.

## TRACK AND WHEEL ASSEMBLIES

**Track dimensions:** One track, 23 in. (584 mm) long, 6 in. (152 mm) wide, by 9 in. (229 mm) high.  
**Track motor:** 24 cid roller vane motor.  
**Wheel assemblies:** Eight - 9 in. (229 mm) diameter by 3 in. (76 mm) wide wheels.  
**Travel speed:** Up to 51 fpm (15.5 mpm) paving, 94 fpm (28.7 mpm) transport.  
**Track load:** 1225 lbs. (555.7 kg). Ground Pressure at 29 psi.  
**Wheel load:** 1275 lbs. (578.3 kg) with weight equally distributed on eight wheels.

## RADIUS

24 inches (610 mm) depending on mold profile.

## DIMENSIONS

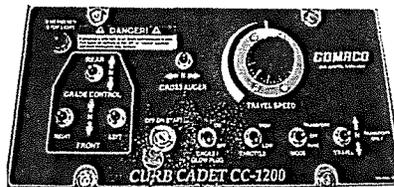
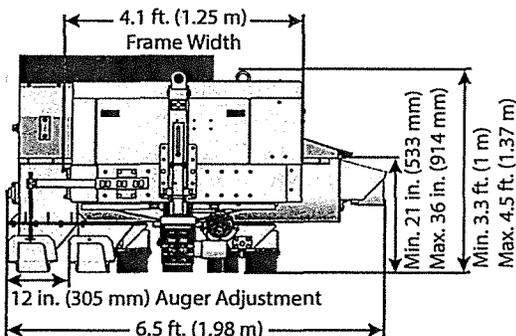
**Overall transport dimensions:** 7.6 ft. (2.32 m) long, 6.5 ft. (1.98 m) wide, and 3.3 ft. (1 m) high.

## WEIGHT

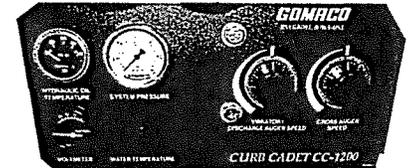
2605 lbs. (1202 kg).

## OPTIONAL THREE-TRACK MACHINE

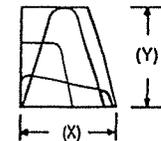
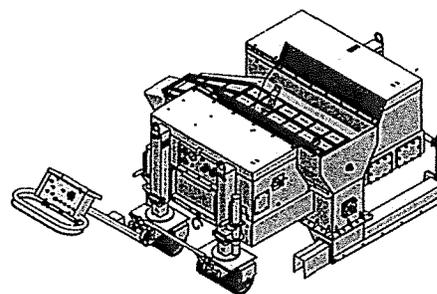
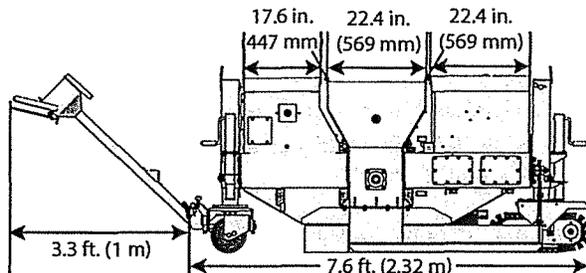
**Track dimensions:** 23 in. (584 mm) long, 6 in. (152 mm) wide, by 9 in. (229 mm) high.  
**Track motor:** 24 cid roller vane motor.  
**Travel speed:** Up to 51 fpm (15.5 mpm) paving, 94 fpm (28.7 mpm) transport.  
**Track load (rear):** 1225 lbs. (555.7 kg). Ground pressure at 29 psi.  
**Track load (front):** 1275 lbs. (578.3 kg.), with weight evenly distributed on both tracks, ground pressure at 15 psi.  
**Optional three-track overall dimensions:** 8.4 ft. (2.56 m) long, 6.6 ft. (2.01 m) wide, and 3.2 ft. (0.98 m) high.



Travel and grade control are located on the handle for easy reach.



The vibrator adjustments and cross-auger knob are located on the front of the machine.



Slipform mold configurations will fit within a 12 inch (305 mm) wide (X) by 14 inch (356 mm) high (Y) section. Asphalt mold configurations will fit within a 10 inch (254 mm) wide (X) by 10 inch (254 mm) high (Y) section.

Manufactured under one or more of the following U.S. or foreign patents: 5,924,817; 5,941,659; 6,099,204; 6,450,048; CA2,211,331; 7,044,680; 7,284,472; 7,517,171; 7,845,878; 7,850,395; CA2,864,902; A2,591,177; 8,855,967; 8,682,622; 9,051,696; 9,180,909; 9,200,414; 9,404,228; 9,428,869; 9,458,581; 9,464,716; 9,541,195; and patents pending.

GOMACO Corporation reserves the right to make improvements in design, material, and/or changes in specifications at any time without notice and without incurring any obligation related to such changes. Performance data is based on averages and may vary from machine to machine.

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## Worldwide Headquarters

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 www.gomaco.com  
 Email: info@gomaco.com

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GOMACO International Ltd.  
 Units 14 & 15  
 Avenue One, Station Lane  
 Witney, Oxon, OX28 4XZ, United Kingdom  
 Ph: 44-1993-705100  
 Email: pavinguk@gomaco.com



The Worldwide Leader in Concrete Paving Technology

GOMACO Corporation's Quality Management System Is ISO 9001 Certified By The American Systems Registrar.

Quality Policy: We Shall Meet Or



FISCAL YEAR 2017-2018  
CAPITAL BUDGET  
VEHICLES AND EQUIPMENT  
MAINTENANCE OF ROADS

PROJECT DESCRIPTION	COST
<p>Slip Form Concrete Curbing Machine</p> <p>This request is for the replacement of our existing slipform concrete curb machine. The replacement model will be a series upgrade with a three-track, self-propelled unit. Compact in size for easy loading and transporting, it will be capable of handling zero-slump concrete and able to operate with multiple mold configurations fitting within a 12 inch by 14 inch section.</p> <p>Our existing unit was purchased on 03/10/2004 for \$37,460. Over its life we have installed over 77,042 feet of curbing on both city streets and at various locations throughout Jefferson County. Over the past two seasons we have begun to experience excessive wear and associated failures which have resulted in prolonged down time thereby jeopardizing the street paving schedule. In our discussions with the manufacturer they were amazed at our production history saying that we have far exceeded the normal production of this unit. We anticipate the same longevity with the new unit which by design is more capable than the previous.</p>  <p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	<p>\$85,000</p>
<b>TOTAL</b>	<b>\$85,000</b>

Res No. 8

June 12, 2018

To: The Honorable Mayor and City Council

From: Michael J. DeMarco, Planner

Subject: New York State Department of Environmental Conservation (NYS DEC)  
Urban and Community Forestry Grant Program

At the June 4, 2018 meeting, the City Council informally agreed to have Staff apply for grant funding through the NYS DEC's Urban and Community Forestry Grant Program for tree planting. This grant will supplement tree planting efforts over the next year in a continued effort to re-forest City streets, parks and playgrounds.

The City's recently completed tree inventory has provided accurate information on the health, risk and benefits associated with City-owned trees, as well as specific locations of tree planting sites along our streets.

Under this grant program, applications for tree planting and tree maintenance do require a 25% match from the City. The \$6,750 that is already allocated in the fiscal year 2018-2019 budget would be used as a 25% match for a potential grant award of \$20,250 for tree planting. The total project cost would be \$27,000. The application requires that an authorizing resolution be adopted by the City Council.

The attached resolution approves and endorses the City's application to the NYS DEC for grant funding under Round 14 of the Urban and Community Forestry Grant Program for a project known as the *City of Watertown 2018 -2019 Tree Planting Project* and authorizes and directs the City Manager to file an application for funding in an amount not to exceed \$20,250.

**RESOLUTION**

Page 1 of 1

Authorizing an Application to the New York State Department of Environmental Conservation for Funding Through the Urban and Community Forestry Program

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member Walczyk, Mark C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the New York State Department of Environmental Conservation (NYS DEC) has announced that grant funding is available through the Urban and Community Forestry Grant Program, and

WHEREAS the City of Watertown has made the care and management of the City’s urban forest a priority over the last two decades in the wake of several devastating storms in the 1990’s, and

WHEREAS the City Council desires to apply to the program to supplement funding for continued tree planting along City streets and in our parks and playgrounds, and

WHEREAS the City’s recently completed tree inventory has provided accurate information on the health, risk and benefits associated with City-owned trees, as well as specific locations of tree planting sites along our streets, and

WHEREAS Tree Watertown, the City’s Street Tree Advisory Board, has recommended that the City Council apply for funding for tree planting through this program,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves and endorses the City’s application to the NYSDEC for grant funding under Round 14 of the Urban and Community Forestry Grant Program for a project known as the *City of Watertown 2018-2019 Tree Planting Project*, and

BE IT FURTHER RESOLVED that City Manager Bradford J. Minnick is hereby authorized and directed to file an application for funding in an amount not to exceed \$20,250, and upon approval of said request, to enter into and execute a project agreement with the NYS DEC for such financial assistance to the City of Watertown for the project.

***Seconded by***

Res No. 9

June 13, 2018

To: The Honorable Mayor and City Council

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

Subject: Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2018

Each year, the City is required by the U.S. Department of Housing and Urban Development (HUD) to submit an Annual Action Plan that details the proposed uses of the City's Community Development Block Grant (CDBG) funding. Typically, the plan is required to be submitted by May 15, which is 45 days prior to the start of the new fiscal year. HUD was delayed in announcing CDBG funding allocations until early May and advised the City not to submit our plan until our exact funding allocation was known. In a letter dated May 1, 2018, HUD informed the City that our annual funding allocation for Program Year (PY) 2018 would be \$910,226.

As the City Council will recall, the proposed Annual Action Plan was developed with extensive community outreach and input. Staff conducted outreach efforts with local constituency groups and presented an overview of the program and discussed project priorities at the February 12, 2018 City Council work session. The City Council also held a public hearing on March 5, 2018 to solicit public comments regarding the development of funding priorities and projects to be included in the plan. Additionally, the City Council discussed the plan at meetings held on April 2, 2018 and May 7, 2018.

Based upon the consultation with local organizations and agencies, community outreach, and priorities of the City Council, Staff prepared the draft plan and published it May 16, 2018. A 30-day public comment period for the plan was held between May 16, 2018 and June 15, 2018 after a notice of the comment period was published in the *Watertown Daily Times*. Staff received no comments during the 30-day comment period.

A copy of the final plan can be viewed in the online version of the City Council Agenda Package and on the City's website. The budget allocation in the plan is as follows:

## **CDBG Program Year 2018-2019 Proposed Budget**

### **Sources**

Program Year 2018 Entitlement Grant	\$910,226.00
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<b>Total Funds Available for Allocation</b>	<b>\$910,226.00</b>
---	---------------------

### **Proposed Uses**

Owner-Occupied Rehab Program	\$250,000.00
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Rental Housing Rehabilitation Program	\$150,000.00
---------------------------------------	--------------

Near East (Huntington St.) Sidewalk Project Phase 4	\$200,000.00
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Academy Street Playground Improvements	\$95,000.00
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Demolition of 549 Leray Street	\$40,000.00
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Bus Shelter Construction at 322 Franklin St. and at the Intersection of Gill St. and North Colorado Ave.	\$34,526.00
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Point-In-Time Outreach & Education Initiative	\$8,200.00
---	------------

Fair Housing Education	\$5,000.00
------------------------	------------

WCSD Food 4 Families Program	\$5,500.00
------------------------------	------------

Planning – Comprehensive Plan	\$72,000.00
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Program Administration	\$50,000.00
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<b>Total Funds Proposed for Allocation</b>	<b>\$910,226.00</b>
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Now that the public comment period has concluded and the Annual Action Plan has been finalized, the City Council must adopt the plan so that Staff can submit it to HUD prior to July 1, 2018.

A resolution has been drafted for City Council consideration that adopts the Annual Action Plan for Program Year 2018 and authorizes its submission to HUD.

# RESOLUTION

Page 1 of 2

Adopting the City of Watertown's  
Community Development Block  
Grant (CDBG) Program Annual Action  
Plan for Program Year 2018

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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

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

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

WHEREAS Staff conducted outreach efforts with local constituency groups and presented an overview of the program and discussed project priorities at the February 12, 2018 City Council work session, and

WHEREAS the City Council held a public hearing on March 5, 2018 to solicit public comments regarding the development of funding priorities and projects to be included in the plan, and

WHEREAS a draft of the Program Year 2018 Annual Action Plan was completed and published on May 16, 2018, and

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

WHEREAS a 30-day public comment period for the plan was held starting on May 16, 2018 after a notice of the comment period was published in the *Watertown Daily Times*, and

**RESOLUTION**

Page 2 of 2

Adopting the City of Watertown’s  
Community Development Block  
Grant (CDBG) Program Annual Action  
Plan for Program Year 2018

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

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

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the City of Watertown’s CDBG Annual Action Plan for Program Year 2018 and authorizes the submission of the plan to HUD which allocates the CDBG funds as follows:

Owner-Occupied Rehab Program	\$250,000.00
Rental Housing Rehabilitation Program	\$150,000.00
Near East (Huntington St.) Sidewalk Project Phase 4	\$200,000.00
Academy Street Playground Improvements	\$95,000.00
Demolition of 549 Leray Street	\$40,000.00
Bus Shelter Construction at 322 Franklin St. and at the Intersection of Gill St. and North Colorado Ave.	\$34,526.00
Point-In-Time Outreach & Education Initiative	\$8,200.00
Fair Housing Education	\$5,000.00
WCSD Food 4 Families Program	\$5,500.00
Planning – Comprehensive Plan	\$72,000.00
Program Administration	\$50,000.00
<b>Total</b>	<b>\$910,226.00</b>

*Seconded by*



# **Community Development Block Grant (CDBG) Entitlement Communities Program**

**Annual Action Plan  
Program Year 2018**

**Prepared by the City of Watertown  
Planning and Community Development Department  
245 Washington Street  
Watertown, NY 13601**

**Adopted – June 18, 2018**

# Executive Summary

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

### 1. Introduction

This document represents the City of Watertown's Annual Action Plan for Program Year 2018 for the City's Community Development Block Grant (CDBG) Program. The City became an Entitlement Community under the CDBG Program for the first time in 2014 and developed a two-year Consolidated Plan to start the program. In 2016, the City developed its first five-year Consolidated Plan, which was written in conjunction with the North Country Home Consortium's (NCHC) Consolidated Plan. The NCHC represents a three county area consisting of Jefferson, Lewis and St. Lawrence counties and receives annual funding from the HOME Investment Partnership program. This plan is the third Annual Action Plan that has been developed using the five-year Consolidated Plan that covers Program Years 2016-2020.

The City's 2016-2020 Consolidated Plan goals include neighborhood stabilization and revitalization, affordable housing rehabilitation, homeownership assistance, fair housing education, homeless assistance, support of public services and job support and creation. The plan was developed through extensive public outreach and citizen participation that included two public meetings, a public hearing and individual outreach to numerous partner agencies identified in our Citizen Participation Plan.

The City's 2016 Annual Action Plan emphasized the City's three primary goals of neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The projects identified to meet these goals included reconstructing sidewalks and ADA accessible sidewalk ramps as well as owner-occupied and rental housing rehabilitation programs along with a homebuyer program.

The City's 2017 Annual Action Plan continued to emphasize the three primary goals while still supporting the City's lower priority goals of Fair Housing Education, Homeless Assistance and Public Services Support. The projects identified to meet these goals included reconstructing sidewalks and ADA accessible sidewalk ramps, owner-occupied and rental housing rehabilitation programs, a homebuyer program, a Fair Housing Education project and assistance to the Watertown City School District's Backpack program, among others.

For 2018, the City's Annual Action Plan will continue to emphasize two of the three primary goals identified in our Consolidated Plan, which are Neighborhood Stabilization and Revitalization and Affordable Housing Rehabilitation. The City has not included a project for 2018 related to the Homeownership Assistance goal. The City still has funding available through the Homebuyer Programs that were included in our 2016 and 2017 Annual Action Plans which will continue to help address this

goal in the coming year. The City's lower priority goals of Fair Housing Education, Homeless Assistance and Public Services Support will also be addressed in our plan through a variety of projects, but at a much smaller funding level than the higher priority needs.

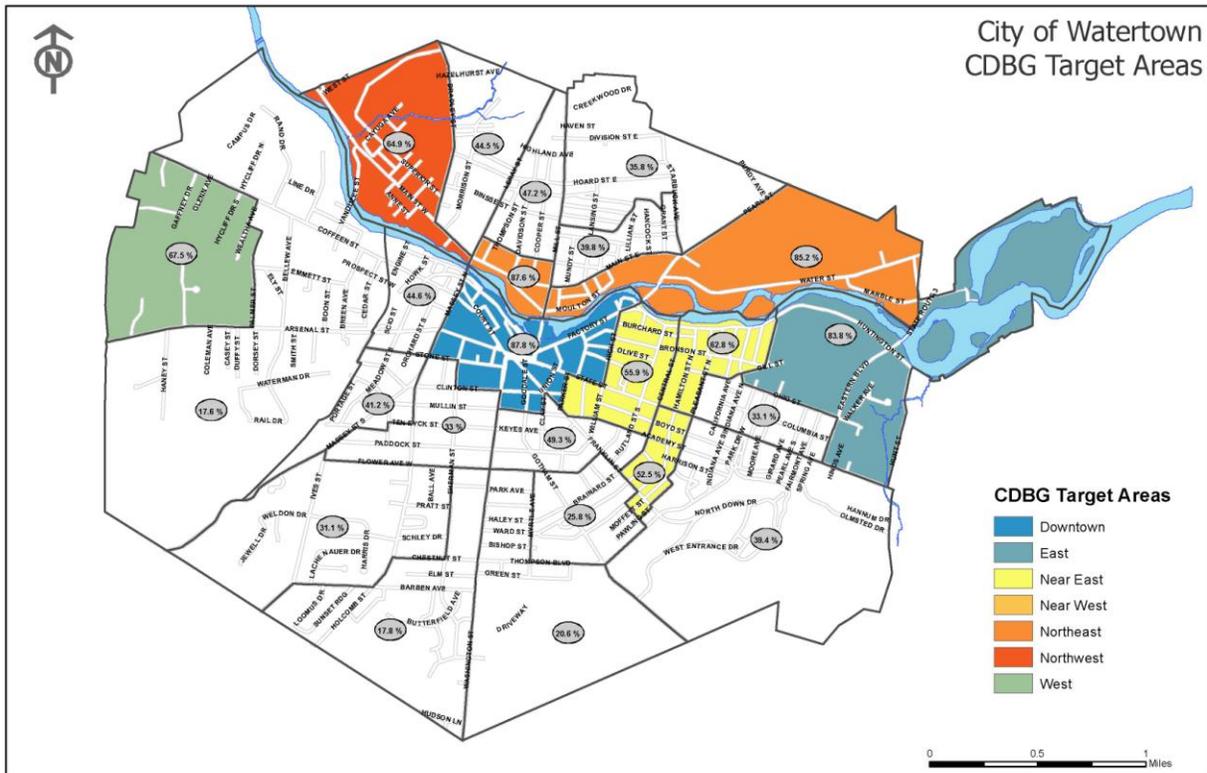
The projects that have been identified to fulfill our goals include an owner-occupied housing rehabilitation program, a rental housing rehabilitation program, sidewalk reconstruction, playground improvements, construction of a bus shelter and demolition of a blighted structure. To accomplish our lower priority goals, the City plans to assist the homeless with the Point-In-Time Outreach and Education Initiative, provide Fair Housing Education and assist the Watertown City School District's Food4Families (Backpack) program that helps feed families in need.

Planning and Administration will also be included in the plan and will consist of using CDBG funds to aid in the development of a Comprehensive Plan for the City. The City of Watertown recently received a grant from Empire State Development Corporation to fund a Comprehensive Plan for the City that will guide the City's development over the next 15-20 years. The City will use CDBG funds to complete the plan which will aid in the development of future annual action plans as well as help to guide the City's next five-year Consolidated Plan, which will be written soon after the completion of the Comprehensive Plan. The 2018 Annual Action Plan will also include funding for the overall administration of the CDBG Program.

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

The City has decided to concentrate its CDBG Program for Program Year 2018 on three high priority needs; decent affordable housing, public infrastructure improvements and blight elimination. These needs address two important goals from our Consolidated Plan: neighborhood stabilization and revitalization and affordable housing rehabilitation. The City will also address several of our lower priority needs including fair housing education, support of public services and homeless prevention.

The City has identified six neighborhoods where the majority of the residents have low and moderate incomes (LMI) and have designated these areas as local target areas. Most of the neighborhoods are residential in nature although some have small commercial pockets. While our 2017 efforts focused on a single target area known as the Near East Target Area, the City's approach this year is to expand our reach to assist those in need. While our efforts will be slightly more widespread than last year, it is important to note that our target areas still make up a relatively compact geographic area, which is centered around downtown and extending to the northeast and northwest sides of the City. Many of our infrastructure improvements planned for 2018 will still occur in the Near East Target Area, while the housing rehabilitation programs will have a city-wide focus.



### 3. Evaluation of past performance

The City of Watertown is only in its fourth year of being a CDBG Entitlement Community so we have limited performance history to evaluate. The city has, however, participated in the Small Cities Community Development Block Grant (CDBG) program, first administered by HUD and then New York State, for over 35 years. The city has operated housing rehabilitation programs for most of those years. Public infrastructure projects were funded to a lesser extent and there were a couple of economic development projects.

During the first four years as a CDBG Entitlement Community, the City has had success with the implementation of a number of neighborhood stabilization and revitalization initiatives and affordable housing rehabilitation projects. The City has completed several infrastructure improvements including sidewalk construction projects and the replacement of ADA ramps. Our owner-occupied and rental housing rehabilitation programs are now underway and we have assisted with the rehabilitation of two large multi-family housing developments. In addition, the City has worked to stop the spread of blight by demolishing two structures on the 100 Block of Academy St and has implemented several public service programs and projects.

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

The citizen participation process for the City's CDBG Annual Action Plan for Program Year 2018 included extensive outreach to a number of different organizations and individuals throughout the community. The City began by contacting numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to

moderate income population in the City. The City contacted adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

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

The City Council held a public hearing on March 5, 2018 to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.

After seeking this input, a draft Annual Action plan was published and a 30-Day public comment period was held in order to gather additional input from citizens. The 30-Day public comment period lasted from May 16, 2018 to June 15, 2018.

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

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

During the development of the Annual Action Plan, City Planning Staff received many valuable suggestions through our consultations with individuals and organizations and through our meetings with the City Council. The suggestions ranged from broad project ideas to specific ideas for particular neighborhoods or geographic areas. General goals and objectives suggested for inclusion into the City's Annual Action Plan included improving housing conditions and public facilities, improving transportation, improving neighborhoods and cleaning up blight. Specific project ideas suggested included improving the City's housing stock through owner occupied and rental rehab programs and including more sidewalk and other infrastructure improvements. Additionally a demolition project was proposed by the City Council to eliminate blight on the north side of the City at 549 Leray Street. Other specific project ideas included providing assistance to the Watertown City School District Food4Families Program and assisting the Points North Housing Coalition with the Point-In-Time Count of homeless in the area. As noted above, the City's 2018 Annual Action Plan was available for public comments during a 30-day public comment period that was held from May 16, 2018 to June 15, 2018, after a notice of the comment period was published in the *Watertown Daily Times*. No comments were received by the City during that time.

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

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

The suggestion not accepted was a request from Asbury United Methodist Church to provide CDBG assistance for planned renovations to the church. Renovations would include replacement of the roof,

façade repairs and other building improvements. While exterior work on the church is a worthwhile and laudable project, it is unlikely that the City could prove that it would benefit primarily low-to-moderate income persons. In addition, CDBG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities per Federal regulations. Therefore, the City is not recommending providing funding for this project.

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

## **7. Summary**

The City of Watertown's plan for our fifth year as an entitlement community in the Community Development Block Grant Program is to focus on three high priority needs; decent affordable housing, public infrastructure improvements and blight elimination. These needs address two important goals from our Consolidated Plan: neighborhood stabilization and revitalization and affordable housing rehabilitation. The City also plans to address several of our lower priority needs including fair housing education, support of public services and homeless prevention.

The projects that have been identified to fulfill the two primary goals include an owner-occupied housing rehabilitation program, a rental housing rehabilitation program, demolition of a blighted building, sidewalk reconstruction and the construction of bus shelters. To accomplish our lower priority goals the City plans to assist the homeless with the Point-In-Time Outreach and Education Initiative, provide Fair Housing Education and assist the Watertown City School District's Food 4 Families (backpack) Program that helps feed families in need.

Planning and Administration will also be included in the plan and will consist of funding for the completion of a Comprehensive Plan for the City that will guide the City's development over the next 10-15 years and will help inform the development of future annual action plans as well as help to guide the City's next five-year Consolidated Plan, which will be written soon after the completion of the Comprehensive Plan. The Annual Action Plan also includes funding for the overall administration of the program.

Unlike last year, the City does not plan to designate a specific Target Area as its focus area for Program Year 2018, instead giving priority to the most impactful projects, regardless of which of the six Target Areas they occur within.

Several of the proposed projects for 2018 will be Citywide. The Point-In-Time Outreach and Education Initiative, the Fair Housing Education Project, Rental and Owner-Occupied housing rehab, Food 4 Families and the Comprehensive Plan will all have citywide benefits.

One of our public infrastructure projects will continue to focus on the Near East Target Area. The final phase of the Huntington Street Sidewalk Project, which began in preceding CDBG Program Years, will be completed with this funding.

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

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

Agency Role	Name	Department/Agency
CDBG Administrator	WATERTOWN	Planning Department

**Table 1 – Responsible Agencies**

### Narrative

The lead agency responsible for preparing the City of Watertown's Consolidated Plan and Annual Action Plans is the City of Watertown through its Planning and Community Development Department.

### Consolidated Plan and Annual Action Plan Public Contact Information

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City of Watertown

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mlumbis@watertown-ny.gov

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

### **1. Introduction**

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

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

The Watertown Housing Authority (WHA) is the only public housing authority in the City of Watertown. The WHA was consulted in the development of the Consolidated Plan and provided data on tenant characteristics, waiting lists, notable deficiencies and unmet needs. This information was incorporated into the Consolidated Plan. Lewis County Opportunities administers the Housing Choice Voucher Program in the City and was also consulted while developing the Consolidated Plan and provided important information regarding the HCV program, number of households assisted, waiting lists and shortfalls in capacity. Both of the agencies were also contacted and were asked to provide input in the development of the 2018 Annual Action Plan.

Input from private and governmental health, mental health and service agencies were also sought through our outreach efforts described in the introduction. In addition, input was obtained as the City consulted with the Points North Housing Coalition (PNHC) which serves as the Continuum of Care for the City and Jefferson County. PNHC is comprised of a broad range of members including representatives from housing and health providers and mental health and service agencies. Staff has continued to attend quarterly meetings of PNHC and has joined the Point In Time (PIT) Committee and Strategic Planning Committee. The PIT Committee holds a monthly meeting via conference call and City Staff has regularly participated in these meetings, gaining valuable information and knowledge that will help in the development of this plan. The Strategic Planning Committee was recently formed with the intent of writing a three year plan to identify the goals and objectives of the Coalition.

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

In the City of Watertown, the Continuum of Care is known as the Points North Housing Coalition (PNHC). PNHC serves the City and Jefferson County, along with Lewis and St. Lawrence Counties. PNHC is comprised of a wide range of members from many varying backgrounds such as businesses, faith based organizations, hospitals and medical service providers, veteran services, other non-profits and previously homeless individuals. The City of Watertown participates in PNHC quarterly meetings, conference calls and committee meetings. This coordination and the input the City received, particularly regarding homelessness needs, was extremely valuable as the City developed this Annual Action Plan.

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

This section is not applicable as the City of Watertown does not receive ESG funds and is not responsible for the administration of HMIS.

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

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

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

1	<b>Agency/Group/Organization</b>	ACR Health
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	HOPWA Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
2	<b>Agency/Group/Organization</b>	City of Watertown Advantage Watertown
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Advantage Watertown is a group of business and community leaders that serves in an advisory role to the City on a number of different issues and topics including community development, housing and economic development. Initial contact was made to the members of Advantage Watertown via email on March 5, 2018. Planning Staff then gave a presentation to the members on March 8, 2018, asking for additional input on the 2018 program. Members were asked to consider what they felt the City needed to improve in the areas of housing, public facilities, public services, and economic development. Members felt very strongly that projects should focus on neighborhood revitalization.

3	<b>Agency/Group/Organization</b>	Catholic Charities - Diocese of Ogdensburg
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
4	<b>Agency/Group/Organization</b>	Community Action Planning Council of Jefferson County
	<b>Agency/Group/Organization Type</b>	Housing Services-Health Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
5	<b>Agency/Group/Organization</b>	Development Authority of the North Country (DANC)
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly meets with representatives of DANC to coordinate efforts of the CDBG and North Country HOME Consortium programs. Contact was also made via email on March 3, 2018 asking for additional input on the upcoming program.
6	<b>Agency/Group/Organization</b>	JEFFERSON COUNTY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
7	<b>Agency/Group/Organization</b>	Jefferson County Public Health
	<b>Agency/Group/Organization Type</b>	Services-Health Other government - County

	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
8	<b>Agency/Group/Organization</b>	Jefferson County DSS
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
9	<b>Agency/Group/Organization</b>	Jefferson County Office for the Aging
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
10	<b>Agency/Group/Organization</b>	LEWIS COUNTY OPPORTUNITIES, INC
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
11	<b>Agency/Group/Organization</b>	Jefferson County Planning Department
	<b>Agency/Group/Organization Type</b>	Other government - County Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Community Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly coordinates with representatives of the Planning Department as part of the North Country HOME Consortium program and CDBG programs. Contact was also made via email on March 3, 2018.
12	<b>Agency/Group/Organization</b>	NEIGHBORS OF WATERTOWN
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Neighbors of Watertown is the subrecipient for the City's CDBG housing programs. Regular contact is made with them on the status of those projects as well as future needs. Numerous meetings were held and emails exchanged to discuss the 2018 program and needs for the coming year.
13	<b>Agency/Group/Organization</b>	Northern New York Community Foundation
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders Business and Civic Leaders Foundation
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
14	<b>Agency/Group/Organization</b>	Northern Regional Center for Independent Living
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.

15	<b>Agency/Group/Organization</b>	Town of Pamelaia
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
16	<b>Agency/Group/Organization</b>	Transitional Living Services of Northern NY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
17	<b>Agency/Group/Organization</b>	Watertown Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
18	<b>Agency/Group/Organization</b>	Watertown Local Development Corporation
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders

	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
19	<b>Agency/Group/Organization</b>	Watertown Urban Mission
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
20	<b>Agency/Group/Organization</b>	Lucy's House
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
21	<b>Agency/Group/Organization</b>	North Country Family Health Center
	<b>Agency/Group/Organization Type</b>	Services-Health

	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
22	<b>Agency/Group/Organization</b>	Fort Drum Regional Health Planning Organization
	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
23	<b>Agency/Group/Organization</b>	Town of LeRay
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Community Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
24	<b>Agency/Group/Organization</b>	Credo Community Center for the Treatment of Addiction
	<b>Agency/Group/Organization Type</b>	Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
25	<b>Agency/Group/Organization</b>	Disabled Persons Action Organization
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
26	<b>Agency/Group/Organization</b>	Points North Housing Coalition
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly attends the Points North Housing Coalition meetings. Once again this year, the City received a request for assistance in a joint Point in Time outreach and education initiative. The initiative would involve a small marketing campaign consisting of television and newspaper advertisements in the weeks preceding the annual Point in Time Count of the homeless population. The advertising would raise awareness of the homeless problem in the area, promote the PIT count and encourage people to attend one of the PIT events being sponsored by the PNHC. It would also offer those attending a chance to find out about homeless services in addition to being included in the PIT count.
27	<b>Agency/Group/Organization</b>	Jefferson County Industrial Development Agency
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
28	<b>Agency/Group/Organization</b>	Town of Watertown
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.
29	<b>Agency/Group/Organization</b>	Salvation Army
	<b>Agency/Group/Organization Type</b>	Services-homeless

<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Contact was made via email on March 3, 2018.

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

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

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

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

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

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

The citizen participation process for the City of Watertown's CDBG 2018 Annual Action Plan included extensive outreach to a number of different organizations and individuals throughout the community. The City began by contacting numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City contacted adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

On the evening of February 12, 2018, the City Planning Department made a presentation to the City Council during a work session. The purpose of the presentation was to update the Council members on CDBG accomplishments over the past year, and to encourage participation in the planning process for the City's Community Development Block Grant program 2018 Annual Action Plan. Planning Staff gave an overview of the CDBG program, discussed what activities were eligible and ineligible for CDBG funding, and encouraged the Council members to share their ideas and help identify priorities and areas of concern. The Council expressed interest in continuing the housing and sidewalk programs that have been funded in the past through CDBG. There was also discussion held on whether CDBG funds could be used for economic development programs, but no specific ideas were offered.

Three weeks later, the City Council held a public hearing on March 5, 2018 to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan. There was no public participation at the meeting; however one of the City Council members expressed interest in using the CDBG funds to complete as much infrastructure work within the City as would be possible. The Annual Action Plan was also discussed with the City Council at meetings held on April 2, 2018 and May 7, 2018.

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

The citizen participation process was extremely beneficial as it identified some community needs that were previously unknown and reinforced findings from previous years' public meetings. This allowed the City to develop its Annual Action Plan accordingly.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Local Public Agencies	On March 3, 2018, the City sent an email to several local agencies, previously identified in our Citizen Participation Plan, notifying them that the City was beginning the process of preparing our Annual Action Plan. The email requested input, either by email, by phone, in writing or in person, on the City's needs and the community's desires relative to housing, homelessness, public facilities, infrastructure, public services, economic development and planning. The email also notified the recipients that a public hearing had been scheduled for March 5, 2018. Over 25 agencies were contacted as part of this outreach effort.	The City received comments from two agencies; Northern Regional Center for Independent Living and the Watertown Urban Mission. The Urban Mission suggested enhancing the current Fair Housing program to include more tenant based education programs, such as workshops, videos, brochures and other materials educating tenants on their rights and who to talk to if they feel they've been violated. The Center for Independent Living suggested a modification in the City's Complete Streets Policy to design streets for those in wheelchairs or who may ambulate differently. Specifically, they would like to see Watertown stop using the stamped concrete that is shaped like bricks, or other textured surfaces such as cobblestones because it makes it difficult for those users to traverse.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	City Council Work session	Members of City Council and meeting attendees	On the evening of February 12, 2018, Planning Staff gave a presentation to the City Council about the CDBG program and encouraged input for the 2018 Annual Action Plan. Attendance included City Council members, the City Manager, City Clerk and various City staff.	The City Council felt that the housing programs that have been funded in the past have done a great job to update the City's aging housing stock and help low income people to have decent and affordable housing. They also suggested that consideration be placed on using funds for Economic Development; however staff reminded them that most Economic Development in the City is funded through the Watertown Local Development Corporation.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/ broad community	On the evening of March 5, 2018, City Council held a public hearing in Council Chambers at City Hall to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.	A Council Member suggested using at least 30% of the funds on infrastructure. Staff reminded Council that while infrastructure is an eligible use of funds, spending must also be done in accordance with the 5 Year Consolidated Plan, and that radical shifts in priorities or large changes in funding allocations may require a plan amendment.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Advisory Board	Citizen Community Leaders	On March 8, 2018, Planning Staff gave a presentation on the CDBG program to members of Advantage Watertown, a group of private and public-sector community leaders that serve as an advisory board to the City Council. Staff requested input from members on the program. Approximately 15 Advantage Watertown members attended this meeting.	The Advantage Watertown members in attendance generally supported the projects proposed for the 2018 Annual Action Plan.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

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

#### Introduction

The City of Watertown is receiving funds from the CDBG program as an Entitlement Community for the fifth year. The City has been notified by HUD that the annual allocation for our CDBG Program will be \$910,226.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$910,226	0	0	\$910,226	1,800,000	This is the City's annual allocation from HUD for the CDBG program. Years 4-5 assume funding levels of \$900,000 per year.

**Table 5 - Expected Resources – Priority Table**

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

These funds will leverage private equity and financing when used for one of the housing rehabilitation programs. When used for larger housing projects, state and other federal funds will also be leveraged. No matching funds are required.

The Comprehensive Plan Project will leverage grant funding from the New York State Empire State Development Corporation.

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

Property currently owned by the City will be evaluated for potential improvement and use as neighborhood public facilities or housing for low and moderate income persons. Occasionally, the city obtains property through tax foreclosure. These properties will also be evaluated. For example, a salvageable house may be put into one of the rehabilitation programs or a dilapidated building may be demolished as part of blight elimination.

**Discussion**

The City of Watertown will be starting its fifth year as an Entitlement Community under the CDBG program. The city still has unspent funds from the previous years but expects to continue to draw down that funding and complete several projects by the end of Program Year 2018. For 2018, the City expects to be awarded \$910,226 in CDBG Entitlement funding from HUD.

## Annual Goals and Objectives

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

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Neighborhood Stabilization and Revitalization	2016	2020	Non-Housing Community Development	Near East	Public Infrastructure Improvements Blight Elimination	CDBG: \$369,526	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1568 Persons Assisted Buildings Demolished: 1 Building
2	Affordable Housing Rehabilitation	2016	2020	Affordable Housing	Downtown Near East East Northeast Northwest West	Decent Affordable Housing	CDBG: \$400,0000	Rental units rehabilitated:6 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit
3	Fair Housing Education	2016	2020	Fair Housing	Downtown Near East East Northeast Northwest West	Fair Housing Education	CDBG: \$5,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homeless Assistance	2016	2020	Homeless	Downtown Near East East Northeast Northwest West	Homeless Prevention	CDBG: \$8,200	Homelessness Prevention: 10 Persons Assisted
5	Public Services Support	2016	2020	Non-Homeless Special Needs	Downtown Near East East Northeast Northwest West	Support of Public Services	CDBG: \$5,500	Public service activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted
6	Planning and Administration	2016	2020	Planning and Administration	Downtown Near East East Northeast Northwest West	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention	CDBG: \$122,000	Other: 1 Other

Table 6 - Goals Summary

## Goal Descriptions

1	<b>Goal Name</b>	Neighborhood Stabilization and Revitalization
	<b>Goal Description</b>	Low and moderate income neighborhoods will be improved through the construction of public infrastructure improvements and the elimination of blighting influences in target areas. Examples of public infrastructure projects include, but are not limited to, sidewalk and street reconstruction, utilities, neighborhood facilities, facilities for persons with special needs and handicapped accessibility projects. Blight elimination includes the demolition of buildings in target areas or other areas in order to stop the spread of blighting influences throughout the City.
2	<b>Goal Name</b>	Affordable Housing Rehabilitation
	<b>Goal Description</b>	Rehabilitate owner-occupied and rental properties for low and moderate income persons, with an emphasis on those properties that will contribute to neighborhood stabilization and revitalization.
3	<b>Goal Name</b>	Fair Housing Education
	<b>Goal Description</b>	Reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training and technical assistance.
4	<b>Goal Name</b>	Homeless Assistance
	<b>Goal Description</b>	Support the Points North Housing Coalition, the local Continuum of Care, and other local agencies that are working to prevent homelessness.

5	<b>Goal Name</b>	Public Services Support
	<b>Goal Description</b>	Support agencies that are working to address social issues and concerns within the community.
6	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Planning and administration of the grant.

**Table 7 – Goal Descriptions**

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

### Introduction

For Program Year 2018, the City plans to address two of the three primary goals identified in our Consolidated Plan, which are Neighborhood Stabilization and Revitalization and Affordable Housing Rehabilitation. The City's lower priority goals of Fair Housing Education, Homeless Assistance and Public Services Support will also be addressed in our plan through a variety of projects, but at a much smaller funding level than the higher priority needs.

The City has identified the following projects to fulfill the two primary goals that the City plans to address this year: an owner-occupied housing rehabilitation program, a rental housing rehabilitation program, sidewalk reconstruction, playground improvements, construction of bus shelters and demolition of a blighted structure. To accomplish our lower priority goals, the City plans to assist the homeless with the Point-In-Time Outreach and Education Initiative, provide Fair Housing Education and assist the Watertown City School District's Food4Families program that helps feed families in need.

Planning and Administration will also be included in the plan and will consist of using CDBG funds to aid in the development of a Comprehensive Plan for the City that will guide the City's development over the next 10-15 years. The 2018 Annual Action Plan will also include funding for the overall administration of the CDBG Program.

#	Project Name
1	Owner-Occupied Housing Rehabilitation 2018
2	Rental Housing Rehabilitation Program 2018
3	Near East (Huntington St.) Sidewalk Project - Phase 4
4	Academy Street Playground Improvements
5	Demolition of 549 Leray Street
6	Bus Shelter Installation 2018
7	Point-In-Time Outreach and Education Initiative 2018
8	Fair Housing Education Project 2018
9	Food4Families 2018
10	Comprehensive Plan
11	Program Administration

**Table 8 – Project Information**

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

In developing the projects for our Annual Action Plan, the City put the most emphasis on the two highest-priority needs that were identified during our citizen participation and outreach initiatives. The two highest-priority needs that were identified include neighborhood stabilization and revitalization and affordable housing rehabilitation. Approximately 85% of our available funding for this program year has been allocated to address these top priorities. The remaining funding will be used for planning and administration and to address our lower priority needs of fair housing education, supporting public services and homeless assistance.

## AP-38 Project Summary

### Project Summary Information

<b>1</b>	<b>Project Name</b>	Owner-Occupied Housing Rehabilitation Program 2018
	<b>Target Area</b>	Downtown Near East East Northeast Northwest West
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization Affordable Housing Rehabilitation
	<b>Needs Addressed</b>	Decent Affordable Housing
	<b>Funding</b>	CDBG: \$250,000
	<b>Description</b>	The owner-occupied housing rehabilitation program will provide rehabilitation assistance for substandard 1-to-4 unit owner-occupied properties within the City.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that approximately 10 low to moderate income families will be assisted with 2018 funds.
	<b>Location Description</b>	The project will take place throughout the City of Watertown.
	<b>Planned Activities</b>	Loans and/or grants will be offered to low and moderate income homeowners to rehabilitate their 1-4 unit homes.

<b>2</b>	<b>Project Name</b>	Rental Housing Rehabilitation Program 2018
	<b>Target Area</b>	Downtown Near East East Northeast Northwest West
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization Affordable Housing Rehabilitation
	<b>Needs Addressed</b>	Decent Affordable Housing
	<b>Funding</b>	CDBG: \$150,000
	<b>Description</b>	The Rental Rehabilitation Program will provide rehabilitation assistance to substandard renter occupied properties within the City.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 6 low to moderate income families will be assisted with this program.
	<b>Location Description</b>	The project will take place throughout the City of Watertown.
	<b>Planned Activities</b>	Grants and/or loans will be offered to property owners to rehabilitate their rental units.

<b>3</b>	<b>Project Name</b>	Near East (Huntington St.) Sidewalk Project - Phase 4
	<b>Target Area</b>	Near East
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$200,000
	<b>Description</b>	<p>Phase 4 of sidewalk reconstruction will consist of approximately 1280 linear feet of sidewalks on the south side of the 800-1100 blocks of Huntington Street between Rutland Street N and McClelland Street, as well as working to complete 860 feet of sidewalk reconstruction on the North Side of the 1000-1100 blocks of Huntington between Hamilton Street N and California Avenue N. Following Phase 4 reconstruction efforts, approximately 20 trees will be planted along this stretch of Huntington Street, in an effort to address the need for green space and lack of tree cover along Huntington Street.</p> <p>The Near East (Huntington St.) Sidewalk Project – Phase 3 consists of sidewalk reconstruction along the 700 block of Huntington Street between Lee Street and Rutland Street N. The intent of the project is to improve pedestrian infrastructure in this area by reconstructing 560 linear feet of existing sidewalks, currently in deteriorated conditions, to provide safe and ADA accessible passage. Phase 3 is expected to be completed in 2018.</p> <p>Phase 2 of the project occurred along the 1100-1200 blocks of Huntington Street between McClelland Street and Michigan Avenue N. Due to unforeseen issues with surface level bedrock, 880 linear feet of sidewalk in extremely poor condition was reconstructed as part of Phase 2.</p> <p>Phase 1 of the project occurred along the 1300-1600 blocks of Huntington Street and eliminated a gap in the sidewalk network. Completion of all phases will provided easier and improved accessibility to nearby river parks and the greater pedestrian network.</p>
	<b>Target Date</b>	12/31/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 355 low to moderate-income (LMI) families will benefit from the proposed project based on the number of families in the Block Groups and the LMI percentage for the Block Groups that the project covers.

<p><b>Location Description</b></p>	<p>Phase 4 sidewalk reconstructions will occur along the 800-1100 blocks of Huntington Street between Rutland Street N and California Avenue N. This area is located in Census Tract 621, Block Group 2 and Census Tract 612, Block Group 3. Census Tract 621, Block Group 2 is characterized as having a low to moderate income population of 55.9 percent and Census Tract 612, Block Group 3 is characterized as having a low to moderate income population of 62.8 percent.</p>
<p><b>Planned Activities</b></p>	<p>In Phase 4 activities, The City is proposing the reconstruction of approximately 2,140 linear feet of sidewalk. 1280 linear feet of sidewalks on the south side of the 800-1100 blocks of Huntington Street between Rutland Street N and McClelland Street, as well as working to complete 860 feet of sidewalk reconstruction on the North Side of the 1000-1100 blocks of Huntington between Hamilton Street N and California Avenue N. Approximately 20 trees will be planted along this stretch of Huntington Street, in an effort to address the need for green space and lack of tree cover along Huntington Street.</p>

<b>4</b>	<b>Project Name</b>	Academy Street Playground Improvements
	<b>Target Area</b>	None
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$95,000
	<b>Description</b>	The Academy Street Playground Improvements consists of the replacement of a dilapidated playground structure that is ADA accessible and compliant with playground safety standards. The project will also include improvements to the playground property including the reconstruction of sidewalks, installation of site amenities such as benches and picnic tables, signage and tree planting.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 328 low to moderate-income (LMI) families will benefit from the proposed project based on the number of families with children in the Block Groups and the LMI percentage for the Block Groups that make up the service area for the Academy Street playground.
	<b>Location Description</b>	<p>The Academy Street Playground is located in Census Tract 621, Block Group 3, which is characterized as having an LMI population of only 49.3 percent. However, the playground is located near the confluence point of all three block groups that make up Census Tract 621, and its service area reasonably includes large parts of all three block groups.</p> <p>Census Tract 621, Block Group 1 is characterized as having an LMI population of 87.8 percent and Census Tract 621, Block Group 2 is characterized as having an LMI population of 55.9 percent. Based on the LOWMOD totals and aggregate LOWMOD Universe for the Census Tract, the City estimates an LMI percentage of 62.5 percent for the playground's service area.</p>
	<b>Planned Activities</b>	Improvements consist of the replacement of a dilapidated playground structure with one that is ADA compliant and meets all current playground safety standards. The project will also include improvements to the playground parcel including the reconstruction of sidewalks, installation of site amenities such as benches and picnic tables, signage and tree planting.

<b>5</b>	<b>Project Name</b>	Demolition of 549 Leray Street
	<b>Target Area</b>	None
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Blight Elimination
	<b>Funding</b>	CDBG: \$40,000
	<b>Description</b>	This project will involve the demolition of a blighted structure located at 549 Leray Street on the City's north side. The project will remove a blighted structure and will aid in the prevention of blight spreading to adjacent properties.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable.
	<b>Location Description</b>	The project will take place at 549 Leray Street.
	<b>Planned Activities</b>	One residential building located on the parcel will be demolished.

<b>6</b>	<b>Project Name</b>	Bus Shelter Installation 2018
	<b>Target Area</b>	Downtown Near East East
	<b>Goals Supported</b>	Neighborhood Stabilization and Revitalization
	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$34,526
	<b>Description</b>	This project consists of installing two new bus shelters along the Watertown CitiBus System's A-1 route, which connects the East and Near East Target Areas to downtown Watertown.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 213 low to moderate-income families will benefit from the proposed activities. The primary beneficiaries will be residents that live within walking distance of the proposed shelters.
	<b>Location Description</b>	One proposed shelter would be located at the boundary of the Downtown and Near East Target Areas. This location is in a primarily residential area, but is immediately across the street from Asbury United Methodist Church and approximately 400 feet away from the Franklin Street Dairy & Market.  The other proposed shelter would be located at the boundary of the East and Near East Target Areas in the vicinity of Mountaineer Estates, a large multifamily apartment complex.
	<b>Planned Activities</b>	The City proposes to install two new bus shelters along the A-1 Bus Route. This particular bus route stops at several multifamily apartment complexes, community nonprofits, shopping destinations and religious institutions within the East and Near East Target Areas. It also connects these Target areas to downtown Watertown.

<b>7</b>	<b>Project Name</b>	Point-in-Time Outreach and Education Initiative 2018
	<b>Target Area</b>	Downtown, Near East, East, Northeast, Northwest, West
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homeless Prevention
	<b>Funding</b>	CDBG: \$8,200
	<b>Description</b>	The Point-In-Time Outreach and Education Initiative involves the implementation of a small marketing campaign consisting of television and newspaper advertising to be run through the month of January 2019, in the weeks preceding the annual Point-In-Time (PIT) Count of homeless. The PIT Count is conducted annually by the Points North Housing Coalition (PNHC). The advertising campaign would raise awareness of the homeless problem in the area, promote the PIT Count and encourage people to attend one of several "Homeless No More" events being sponsored by the PNHC. The events would be staffed by volunteers and partner agencies from the PNHC and would offer those attending a chance to find out about homeless services in addition to being included in the PIT Count.
	<b>Target Date</b>	1/31/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that ten homeless families will be assisted through this project.
	<b>Location Description</b>	The project will take place throughout the City of Watertown.
<b>Planned Activities</b>	A small marketing campaign consisting of television, radio, newspaper and internet advertising will be conducted in advance of the annual Point-in-Time (PIT) count. The PIT is done by the Points North Homeless Housing Coalition (PNHC) to count the number of persons homeless on the HUD selected date in January. The advertising campaign will raise awareness of the homeless problem in the area, promote the PIT count and encourage people to attend one of several "Homeless No More" events being sponsored by the PNHC. The events would be staffed by volunteers and partner agencies from the PNHC and would offer those attending a chance to find out about homeless services in addition to be included in the PIT count.	

<b>8</b>	<b>Project Name</b>	Fair Housing Education Project 2018
	<b>Target Area</b>	Downtown Near East East Northeast Northwest West
	<b>Goals Supported</b>	Fair Housing Education
	<b>Needs Addressed</b>	Fair Housing Education
	<b>Funding</b>	CDBG: \$5,000
	<b>Description</b>	The City of Watertown proposes to undertake a Fair Housing Education Project aimed at informing citizens of their Fair Housing rights and educating staff. This informational campaign will include, but not necessarily be limited to advertising and outreach, as well as in-person and/or online teaching sessions. Lack of knowledge of Fair Housing rights on the part of both tenants and housing providers was identified as an impediment in the City's Analysis of Impediments to Fair Housing. This education and outreach program will help to increase awareness and understanding of Fair Housing rights in the community.
	<b>Target Date</b>	12/31/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 25 families will benefit from the proposed project.
	<b>Location Description</b>	The project will take place throughout the City of Watertown.
	<b>Planned Activities</b>	The project will consist of an informational campaign to include advertising and outreach, as well as in-person teaching sessions.

<b>9</b>	<b>Project Name</b>	Watertown City School District Food 4 Families Program 2018
	<b>Target Area</b>	Downtown, Near East, East, Northeast, Northwest, West
	<b>Goals Supported</b>	Public Services Support
	<b>Needs Addressed</b>	Support of Public Services
	<b>Funding</b>	CDBG: \$5,500
	<b>Description</b>	This project will provide funding for the Watertown City School District (WCSD) backpack program, Food 4 Families. The Program provides impoverished children and their families with a backpack full of food each Friday so they have food to eat over the weekend. This enables them to be better prepared and ready to learn when the new school week starts. The long term goals of the program include improving scores, attendance, graduation rates, etc. . The program is carried out at all school buildings within the District, with the numbers of backpacks per school being divided evenly based on school population and need. For school year 16-17, the school district reported 68% of its students as economically disadvantaged. The program is currently run entirely on donations made to a backpack fund set up at the United Way, which allows for the purchase of food through the CNY Foodbank. Volunteers from the community raise funds for the purchase of food, which is packed into bags each Wednesday by students and volunteers. The program provides approximately 120 backpacks each week during the school year, but there is greater need in the District than the program can provide.
	<b>Target Date</b>	12/31/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 35 low to moderate income families will be assisted through this program, over the course of 40 weeks.
	<b>Location Description</b>	The program will service all schools in the Watertown City School.
	<b>Planned Activities</b>	The Watertown City School District Food 4 Families Program will provide food for approximately 35 students and their families throughout the Watertown City School District each week for 40 weeks during the school year.

<b>10</b>	<b>Project Name</b>	Comprehensive Plan
	<b>Target Area</b>	Downtown Near East East Northeast Northwest West
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention
	<b>Funding</b>	CDBG: \$72,000
	<b>Description</b>	The City of Watertown proposes to apply CDBG funds towards the preparation of a Comprehensive Plan, which will be the first in the City's history.
	<b>Target Date</b>	11/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable
	<b>Location Description</b>	This project will take place throughout the City of Watertown.
	<b>Planned Activities</b>	The City will use CDBG funds as part of its required local match for an Empire State Development (ESD) Strategic Planning and Feasibility Studies Grant for the creation of a Comprehensive Plan.

<b>11</b>	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	Downtown Near East East Northeast Northwest West
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	This project is for the administration of the CDBG Program.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable
	<b>Location Description</b>	This covers wherever the CDBG funds will be spent.
	<b>Planned Activities</b>	The City will administer the CDBG Program.

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

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

The City does not plan to designate a specific Target Area as its focus area for Program Year 2018, instead giving priority to the most impactful projects, regardless of which of the six Target Areas they occur within.

Several of the proposed projects for 2018 will be Citywide. The Point-In-Time Outreach and Education Initiative, the Fair Housing Education Project, Rental and Owner-Occupied housing rehab, Food 4 Families and the Comprehensive Plan will all have citywide benefits.

The Bus Shelter Installation project will continue to focus on the CitiBus system's A-1 bus route, connects the East and Near East Target Areas to downtown Watertown and stops at several multifamily apartment complexes, community nonprofits, shopping destinations and religious institutions within these Target Areas. The Sidewalk Project will also continue to focus on the Near East Target Area, with the goal of completing the Huntington Street sidewalk construction that began in preceding CDBG Program Years.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Downtown	9
Near East	39
East	22
Northeast	4
Northwest	22
West	4

**Table 9 - Geographic Distribution**

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

In Program Year 2017, the City decided to focus on the Near East Target Area in an effort to make our CDBG Program efforts more impactful and visible. This year, the City will select projects based upon maximum impact.

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

## **Discussion**

Although the City will not designate a focus area for PY 2018, the City anticipates spending the majority of funds in the Near East, East and Northwest Target Areas, as these are where the City has identified the most impactful potential projects.

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

### **Introduction**

CDBG funded activities for this program year will address the following:

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

The City's owner-occupied and rental rehabilitation housing programs will help to improve the quality of the housing stock in the City by providing assistance to those who otherwise could not afford it. The Food4Families Program will provide food to students and families in some of the City's poorest areas.

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

The owner-occupied and rental rehabilitation housing programs will also help to maintain affordable housing in the community. The owner-occupied program will help rehabilitate ten homes, while the rental rehabilitation program will help rehabilitate six housing units.

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

The housing rehabilitation programs mentioned above will also serve to mitigate and remove lead based paint hazards.

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

Housing rehabilitation will help to reduce the cost of living for poverty level families.

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

The City of Watertown Planning and Community Development Department remains responsible for the administration of the CDBG Program. Effective delivery of the program requires constant communication and coordination with numerous City departments and agencies. Within the Planning and Community Development Department, CDBG duties and program areas (housing, public improvements and public services) have been divided among all staff members. This provides staff the ability to provide assistance in all program areas as the workload dictates. Additionally, an effort has been made to involve multiple staff members in each program area so that the department is not left in a difficult position in the event of staff changes.

Planning Staff has also involved members of the City's GIS Department in spatial analyses related to planning efforts for the CDBG program. The GIS Department has undergone significant turnover in the last 12 months. Planning Staff will work closely with new GIS Staff to educate them about the CDBG program so that the GIS Department can continue to contribute to the City's administration of the CDBG program.

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

As part of our 2018 Annual Action Plan, the City is collaborating with the Points North Housing Coalition on the Point-In-Time Outreach and Education Initiative to bring awareness to and to help end homelessness in the community. The City will also collaborate with CNY Fair Housing to deliver a Fair Housing Education Project during the 2018 Program Year. The City will continue to strive to find ways to help improve cooperation between the public and private entities that comprise its partner organizations.

### **Discussion**

In addition to the actions listed above, the City will direct funding toward infrastructure replacement and new infrastructure construction, including new sidewalks, a playground and bus shelters. The City also proposes to apply CDBG funding towards creating a Comprehensive Plan for the City of Watertown. This is a crucial project, as the City has never had a Comprehensive plan in its history. Completing and adopting a Comprehensive Plan will assist the City in furthering all its CDBG goals.

## Program Specific Requirements

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

#### Introduction

Since the City only recently became an Entitlement Community under the CDBG program and just started implementing our housing programs that generate program income, we do not have any program income to report in this section.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

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

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

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	82.00%

#### Discussion

We expect that approximately 82 percent of the available funds for the program year will benefit low and moderate income persons. We will use a 1-year period to determine the overall benefit for Program Year 2018.

Res No. 10

June 12, 2018

To: The Honorable Mayor and City Council

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

Subject: Approving the Site Plan for the Construction of a 2,700 Square-Foot Building Addition, a 45,150 Square-Foot Parking Area Expansion and Associated Site Improvements at 1575 Washington Street, Parcel Number 13-23-104.101

Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of the Samaritan Medical Center, has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on May 1, 2018 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.

Also attached is a copy of the revised site plan that the applicant submitted to the City on May 1, 2018. The Staff Report prepared for the Planning Board, the Site Plan application, original drawings and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

As the Council will note, there is a condition of approval requiring that the applicant address all SEQR issues, one of which was to obtain a letter from the New York State Department of Environmental Conservation (DEC) requesting a determination of potential impacts on endangered or threatened species or their habitats.

The applicant submitted a letter to City Staff from the DEC that identified the project site as a potential habitat of the upland sandpiper. The letter communicated that as long as there was no loss of grassland on the site, the proposed project should have no negative impact on the upland sandpiper. The applicant communicated to Staff that the areas that the project would disturb consist of exposed rock, heavy brush, trees and previously disturbed areas, none of which would be considered grasslands.

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. A copy of the DEC letter is attached to this report to aid the Council in responding to the questions contained in Part 2 of the Short EAF. A letter from the State Historic Preservation Office (SHPO) is attached as well. 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 May 1, 2018 with the conditions listed in the resolution.

# RESOLUTION

Page 1 of 3

Approving the Site Plan for the Construction of a 2,700 Square-Foot Building Addition, a 45,150 Square-Foot Parking Area Expansion and Associated Site Improvements at 1575 Washington Street, Parcel Number 13-23-104.001

Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

### *Introduced by*

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WHEREAS Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of Samaritan Medical Center, has submitted an application for Site Plan Approval for the construction of a 2,700 square-foot building addition, a 45,150 square-foot parking area expansion and associated site improvements at 1575 Washington Street, Parcel Number 13-23-104.001, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on May 1, 2018 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant shall assemble the subject parcel with the adjacent parcel at VL-7 Washington Street and a southern portion of the adjacent parcel at 1515 Washington Street.
2. The applicant shall widen the primary drive aisles that run parallel to the front of the Samaritan Medical Plaza Building and the rear of the North Country Orthopedic Group Building to at least 30 feet wide to ensure adequate emergency vehicle access and passage.
3. The applicant shall amend the Traffic Circulation Plan to depict the movements of a City Fire Truck through the site, including through the primary drive aisles and around the rear of the building.
4. The applicant shall make all needed corrections to the Parking Data section on the Planning Data Table.
5. The applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP).

# RESOLUTION

Page 2 of 3

Approving the Site Plan for the Construction of a 2,700 Square-Foot Building Addition, a 45,150 Square-Foot Parking Area Expansion and Associated Site Improvements at 1575 Washington Street, Parcel Number 13-23-104.001

Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

6. The applicant must obtain a State Pollutant Discharge Elimination System (SPDES) permit from the New York State Department of Environmental Conservation (DEC).
7. The applicant must complete and submit the Hydrologic and Hydraulic Analysis appendix to the Engineering Report to the satisfaction of the City Engineering Department prior to the issuance of any permits.
8. The applicant shall submit runoff calculations for the drainage that will be directed to the Stormwater Management Area as well as to the Washington Street Storm Sewer System.
9. The applicant shall enlarge the proposed Stormwater Management Area at the northwest corner of the site.
10. The applicant must identify where the existing storm drain on the northeast corner of the subject parcel leads to.
11. The applicant shall either provide lighting information for the proposed parking areas behind the building or explain this omission from the Photometric Plan.
12. The applicant must address all SEQR issues identified in the Planning Department’s April 26, 2018 Memorandum to the Planning Board.
13. The applicant shall address all comments in the “Other Engineering Comments” section of the Planning Department’s April 26, 2018 memorandum to the Planning Board.
14. The applicant must submit a Boundary and Topographic Survey, stamped and signed with an original seal and signature of a Professional Land Surveyor licensed and currently registered to practice in the State of New York.
15. The applicant must obtain the following permits, minimally, prior to construction: Building Permit, Sewer Permit, Water Supply Permit and a General City Permit for work within the right-of-way.

# RESOLUTION

Page 3 of 3

Approving the Site Plan for the Construction of a 2,700 Square-Foot Building Addition, a 45,150 Square-Foot Parking Area Expansion and Associated Site Improvements at 1575 Washington Street, Parcel Number 13-23-104.001

Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

And

WHEREAS the Jefferson County Planning Board reviewed the site plan application at its meeting held on April 24, 2018, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, 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 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 Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC, on behalf of Samaritan Medical Center for the construction of a 2,700 square-foot building addition, a 45,150 square-foot parking area expansion and associated site improvements at 1575 Washington Street, Parcel Number 13-23-104.001, as depicted on the site plan submitted to the City Engineer on May 1, 2018, contingent upon the applicant meeting the conditions listed above.

**Seconded by:**

**SITE PLAN APPROVAL**  
**1575 WASHINGTON STREET, PARCEL NUMBER 13-23-104.001**

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of Samaritan Medical Center for the construction of a 2,700 square-foot building addition, a 45,150 square-foot parking area expansion and associated site improvements at 1575 Washington Street, Parcel Number 13-23-104.101.

Mr. Morgia and Chris Bastien of Samaritan Medical Center attended to represent the request.

Mr. Morgia began by referring to the site plan and identified Washington Street, Samaritan's property and the neighboring North Country Orthopedic Group (NCOG) building on the drawing. He said that almost half of Samaritan's building was already renovated and approximately 30,000 square feet was still awaiting renovation.

Mr. Morgia then said that the gray area on the site plan depicted the parking area proposed for new construction or resurfacing. He said that most of the proposed work only consisted of resurfacing, regrading and putting asphalt back down. He then said that the section of asphalt behind the building would remain untouched because it was rebuilt last summer.

Mr. Morgia then said that one portion of the existing parking lot would be brand new construction. He said that there were approximately 45,000 square feet of proposed asphalt at the north of the site that represented a completely new and expanded parking area. He said the rest of the site was barren bedrock, much of which was previously stripped, pushed off onto the hill at the northeast corner of the site and never developed.

Mr. Morgia then said that new utilities were proposed that would serve the newly renovated section of Samaritan's building. He said that the site is connected to the Washington Street sewer and existing water comes in from the northwest corner of the site into the northwest corner of the building. He added that other proposed changes included replacing an existing water main and hydrant with a new water line in the front of the building and new hydrants to correct deficiencies based on codes.

Mr. Morgia then pointed out the limits of disturbance on the site plan and drew the Planning Board's attention to an existing ditch at the southern reach of the property, which he said was no longer visible on the ground from 30 years of plowing snow and sediment into it. He said that his team proposed to reconstruct this ditch.

Mr. Morgia then said that under New York State criteria, any physical disturbance over one acre requires stormwater management and permitting. He then explained that there were different regulations that governed water quality treatment for new construction versus redevelopment, and noted that resurfacing does not qualify as disturbance.

He then drew the Planning Board's attention to the proposed stormwater management area at the northwest corner of the site. He said that this area represented

stormwater pre-treatment. He said the proposed retention pond would hold water and release it at a rate similar to the existing site. He then said that his team knew there were previous issues with stormwater where the site connected to the street.

He said that the proposed retention pond would collect water from all the existing piping underneath the northern half of the NCOG property and the northern two thirds of Samaritan's property, as well as a large portion of the runoff from the rock hill at the northeastern part of the site that ends up in this area. He then said that his team could not identify the route of an existing pipe that ran underneath this part of the site and thus they proposed a new pipe for this connection.

Mr. Morgia then said that new lighting was proposed for the front of the building and noted that Staff had comments regarding the rear of the building that he would address later. Mr. Morgia then identified the proposed entrance lobby expansion, which he said would soften the up the entryway a bit, and then pointed out a series of proposed landscaped islands that he said would break up the traffic flow and create some pedestrian friendliness. He then noted that his team did not propose any further landscaping due to the bedrock on the hillside.

Ms. Fields then asked for more information about the proposed landscaped islands. Mr. Morgia replied that they were 10' x 40' in dimension with a tree in each island and some shrubs. He then pointed out one island that had a walkway bisecting it. He then said that his team included larger trees where they could and that the entire frontage of the building had plantings and shrubbery.

Mr. Coburn then said that there were a series of summary items and asked if Mr. Morgia would like to go through them. Mr. Morgia replied that he had not fully prepared a revised plan that responded to them, but did have written responses prepared, which he then distributed to the Planning Board members as well as Staff.

Mr. Morgia then addressed the first summary item on Staff's memorandum, which suggested that the applicant assemble the subject parcel with an adjacent Samaritan-owned parcel, which would allow the site to meet landscaping requirements. Mr. Morgia said that Samaritan would assemble the parcels as requested and would include a southern portion of 1515 Washington Street in the assemblage for the same purpose.

Mr. Morgia then addressed the second summary item, which stated that the applicant should install an additional row of landscaped islands at the western ends of the proposed parking aisles. Mr. Morgia then read his written prepared response to this summary item, which posited that the loss of high-value spaces that the islands would necessitate would be too detrimental to the site to justify their inclusion.

Mr. Morgia then said that, in short, his team was requesting only to install the originally proposed islands on the east side and that they did not want to install them on the west side. He reiterated that the parking spaces lost would be high-value spaces and that Samaritan was already going to some expense to go beyond the Zoning Ordinance and did not want to go

any further. He then added that there was not an adequate drainage system in place to drain the requested western islands.

Mr. Coburn then asked about the extent of bedrock on the site. Mr. Morgia replied that the entire site was right on rock. He explained that K-Mart (the site's previous occupant) blasted into the hillside and built directly on the bedrock and that the majority of the site was solid bedrock.

Ms. Fields then asked what the rationale was for wanting additional landscaping behind the NCOG building. Mr. Morgia replied that new design guidelines promoted more pedestrian-friendly, green development and that is where these comments were likely stemming from, but that in trying to retrofit this site, it did not seem appropriate.

Mr. Morgia then addressed the third summary item, which required the applicant to widen the primary drive aisles on the site to 30 feet in width to accommodate emergency vehicles. Mr. Morgia said that the site plan proposed 24-foot wide aisles as submitted. He said that his team's response was to question the rationale and need to widen the lanes to 30 feet. Mr. Morgia then cited the New York State Fire Code, which required a minimum of 20 feet, but empowered the local Code Enforcement Official to require more at their discretion.

Mr. Morgia contended that there were numerous alternative routes available for fire and other emergency vehicles to access the building and said that this revision would eliminate high-value parking spaces, and reiterated that every time they pushed in the middle aisles, they lost spaces.

Mr. Lumbis then said that Code Enforcement Supervisor Shawn McWayne had written a memo to the Planning Board regarding this matter, but that the Planning Department had not received the memo until Planning Board agenda packets had already gone out. He distributed Mr. McWayne's memo to the Planning Board members and echoed Mr. Morgia's comments that the Code required a minimum of 20 feet but that the local authority with jurisdiction could impose additional restrictions.

Mr. Rowell then asked Chief Herman for his thoughts on the matter. Chief Herman replied that the existing western drive aisle was 30 feet wide and the existing eastern drive aisle was 36 feet wide. He said that the Fire Department's ladder truck was 15 feet, 2 inches wide and for another vehicle to pass it was 10 feet mirror-to-mirror. He said that put those two together and that was 26 feet so 30 would allow the passing of those apparatus, but that if 20 feet were the minimum, anything the Fire Department might have to back up more than 150 feet would require a cul-de-sac per Code. He then added that 25 percent of Fire Department injuries occur when moving an apparatus.

Mr. Bastien then said that this was a medical facility and Samaritan's patrons could not walk long distances. He added that directly in front of the entrance door, there would be 32 feet of available width off the building. Mr. Morgia then said that as far as maneuverability, his team provided a traffic plan that depicted a worse vehicle making the movements all the way around the facility. He said that the City's fire truck is similar to a

garbage truck and that it can make it around the facility, a fire truck could. He added that there were nine different aisles a fire truck could back into and use to turn around if need be.

Mr. Coburn then said that the Planning Board was not empowered to override Code Enforcement's jurisdiction. Mr. Lumbis then said that the Planning Board might understand Mr. Morgia's rationale, but that Code Enforcement could refuse to issue a building permit. Mr. Coburn then said that the issue was black and white and that the Planning Board had no power to overrule that. Mr. Coburn then advised Mr. Morgia to talk to Code Enforcement and agree on an acceptable width and then come back and do this presentation again.

Mr. Rowell then asked about the width coming off the building itself. Mr. Morgia replied that it was 32 feet inclusive of the drop-off area. Mr. Urda then said that one of Chief Herman's concerns was the height of the overhang that extends off the building in that area relative to the height of a fire truck. Chief Herman said that such a conflict would be a concern. Mr. Morgia replied that the overhang only extended a foot farther than the curb.

Mr. Morgia then addressed the fourth summary item, which required the applicant to depict the movements of a City fire truck through the site on the Traffic Circulation Plan. Mr. Morgia said that they would add it as requested, but reiterated that they had a bigger vehicle depicted and that he was not sure if this request was coming from Code Enforcement or the Fire Department. Mr. Morgia and Mr. Lumbis then discussed the specific movements that the plan would need to depict. Mr. Herman then asked if Aubertine and Currier had the fire truck's dimensions. Mr. Morgia replied in the affirmative and said that they have modeled the City's trucks before.

Mr. Morgia then addressed the fifth summary item, which required the applicant to make corrections to the Parking Data section of the Planning Data table on the plan. Mr. Morgia said that his team would make the necessary changes.

Mr. Morgia then addressed the sixth summary item, which required that the applicant prepare a Stormwater Pollution Prevention Plan (SWPPP). Mr. Morgia said that his team had finished preparing a SWPPP and they were just waiting for it to go to the printer.

Mr. Morgia then addressed the seventh summary item, which required the applicant to obtain a State Pollutant Discharge Elimination System (SPDES) permit from the New York State Department of Environmental Conservation (DEC). Mr. Morgia acknowledged this requirement and said that once they had printed copies of the SWPPP, they would apply for the SPDES permit.

Mr. Morgia then addressed the eighth summary item, which required that the applicant complete and submit a hydrologic and hydraulic analysis and submit it to the City Engineering Department. Mr. Morgia said that these were also completed and awaiting printing.

Mr. Morgia then addressed the ninth summary item, which required that the applicant submit runoff calculations for the drainage that will be directed to the proposed stormwater management area as well as to the Washington Street sewer system. Mr. Morgia said that these were also completed and awaiting printing.

Mr. Morgia then addressed the tenth summary item, which suggested that the applicant enlarge the proposed stormwater management area. Mr. Morgia said that the updated plans would depict this area as larger, and that in order to meet the County Planning Board deadline, they needed to get something on paper.

Mr. Morgia then addressed the eleventh summary item, which required the applicant to identify where the existing storm drain at the northeast corner of the site led to. Mr. Morgia said that his team was unable to identify the drainpipe's route other than that it somehow drained into the Washington Street sewer system. Mr. Arquitt then said that he was concerned because a nearby manhole cover on Washington Street recently blew off and had water spouting onto the street.

Mr. Morgia said that water coming out of the rock crevices behind the building all drained to this portion of the site and that was why they were installing a replacement anyway. Mr. Arquitt then said that if they were digging up the sub-base and found the pipe, it would be valuable information, but it did not sound like that was the case. Mr. Morgia said that the site plan depicted some drainage off the hill as bypassing the manhole and allowing the flow to be more spread. Mr. Arquitt then said that anything that lowered peak flow in that pipe was a positive. Mr. Lumbis then asked Mr. Morgia to clarify whether the proposal for the pipe was to rebuild or remain. Mr. Morgia replied that it was to rebuild.

Mr. Morgia then addressed the twelfth summary item, which required the applicant to provide lighting information for the proposed rear parking area. Mr. Morgia said that there was new lighting proposed for the front and existing wall packs in the rear. He explained that his team did not have any footcandle measurements for those wall packs so they did not model them.

Mr. Morgia then addressed the thirteenth summary item, which required the applicant to address all SEQR issues identified in Staff's memorandum. He said they would make all the required changes. Mr. Morgia then said that they had already received a no-impact letter from the State Historic Preservation Office (SHPO), which he handed to Mr. Urda, and that they were still awaiting a response from the DEC, but did not anticipate any problems.

Mr. Morgia then addressed the fourteenth summary item, which required the applicant to address all issues in the "Other Engineering Comments" section of Staff's Memorandum. Mr. Morgia then said that his team would make all the required changes.

Mr. Morgia then addressed the fifteenth summary item, which required the applicant to submit an original stamped and signed Boundary and Topographic survey. Mr. Morgia said that his team would submit one, and that it would depict the assembled parcels.

Mr. Morgia then addressed the sixteenth summary item, which identified all the permits the applicant would need to obtain prior to construction. Mr. Morgia said that his team acknowledged all necessary permits.

Mr. Coburn then asked if there were any questions. He then said that there were a lot of parts and pieces missing and suggested tabling the application until Aubertine and Currier had an opportunity to update the plans. Mr. Coburn then asked if such a delay would cause any

problems for the applicant. Mr. Bastien replied that their goal was to begin construction in September, so a June Planning Board decision would not hinder them in any way, and that it would give them time to meet with Code Enforcement and resubmit plans.

Mr. Lumbis then said that of the 16 summary items, the applicant had pledged to address all but numbers two and three. Mr. Lumbis then said that regarding the second summary item, the second row of landscaped islands was a suggestion from Planning Staff. He explained that Staff reviewed the proposal against the Planning Boards adopted Landscaping and Buffer Zone guidelines and that when he looked at the plans, they said “reconstruction of asphalt.” Mr. Lumbis elaborated that he thought that meant a complete reconstruction, however it was now apparent that the proposal was more of a simple repaving and he could understand the applicant’s desire not to go to additional expense of constructing islands or lose any parking.

Mr. Coburn then said that as he understood it, the applicant had plenty of excess parking. Mr. Morgia replied that although the site had plenty of parking above what the Zoning requirement, it was insufficient for actual utilization. He added that NCOG patients park in the Samaritan lot and Samaritan needed to recapture some additional spaces.

Mr. Lumbis then said that if this had been a complete reconstruction, it would provide greater opportunity for new landscaping, and that if this were a new site, Staff would push much harder for the additional islands. He elaborated that when an existing site undergoes renovation, the goal is to bring it into compliance with the guidelines, which the applicant has done on the east side and they have tried to strike a balance.

Mr. Rowell then said that while the site might meet the parking requirement, if the spaces were off in left field, they would not have the same utility. Mr. Morgia then said that with additional islands, the highest-value spaces are the ones that would be eliminated.

Mr. Coburn then asked about parking during construction. Mr. Bastien replied that the plan was to push Samaritan Staff to outlying areas and prioritize patient parking. He then noted that the proposed parking expansion would need to occur prior to the proposed building addition.

Mr. Arquitt then asked about the reasoning behind the landscaped islands’ proposed location. Mr. Morgia replied that it had to do with existing site grading and the need for accessible parking spaces. Mr. Bastien then said that he would agree to Summary Item 3 if the Planning Board agreed to eliminate Summary Item 2.

Mr. Coburn said that he thought tabling the application was the best path forward. Mr. Lumbis then said that with Mr. Bastien’s concession, the applicant and Staff had achieved agreement on all of the summary items and the Planning Board could make a motion if it wanted.

Mr. Rowell then made a motion to recommend that City Council approve the request for Site Plan Approval submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of Samaritan Medical Center for the construction of a 2,700 square-foot building addition, a 45,150 square-foot parking area expansion and associated site improvements

at 1575 Washington Street, Parcel Number 13-23-104.101, as shown on plans submitted to the City Engineering Department on April 11, 2018, contingent upon the following:

1. The applicant shall assemble the subject parcel with the adjacent parcel at VL-7 Washington Street and a southern portion of the adjacent parcel at 1515 Washington Street.
2. The applicant shall widen the primary drive aisles that run parallel to the front of the Samaritan Medical Plaza Building and the rear of the North Country Orthopedic Group Building to at least 30 feet wide to ensure adequate emergency vehicle access and passage.
3. The applicant shall amend the Traffic Circulation Plan to depict the movements of a City Fire Truck through the site, including through the primary drive aisles and around the rear of the building.
4. The applicant shall make all needed corrections to the Parking Data section on the Planning Data Table.
5. The applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP).
6. The applicant must obtain a State Pollutant Discharge Elimination System (SPDES) permit from the New York State Department of Environmental Conservation (DEC).
7. The applicant must complete and submit the Hydrologic and Hydraulic Analysis appendix to the Engineering Report to the satisfaction of the City Engineering Department prior to the issuance of any permits.
8. The applicant shall submit runoff calculations for the drainage that will be directed to the Stormwater Management Area as well as to the Washington Street Storm Sewer System.
9. The applicant shall enlarge the proposed Stormwater Management Area at the northwest corner of the site.
10. The applicant must identify where the existing storm drain on the northeast corner of the subject parcel leads to.
11. The applicant shall either provide lighting information for the proposed parking areas behind the building or explain this omission from the Photometric Plan.
12. The applicant must address all SEQR issues identified in the Planning Department's April 26, 2018 Memorandum to the Planning Board.
13. The applicant shall address all comments in the "Other Engineering Comments" section of the Planning Department's April 26, 2018 memorandum to the Planning Board.

14. The applicant must submit a Boundary and Topographic Survey, stamped and signed with an original seal and signature of a Professional Land Surveyor licensed and currently registered to practice in the State of New York.
15. The applicant must obtain the following permits, minimally, prior to construction: Building Permit, Sewer Permit, Water Supply Permit and a General City Permit for work within the right-of-way.

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

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

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

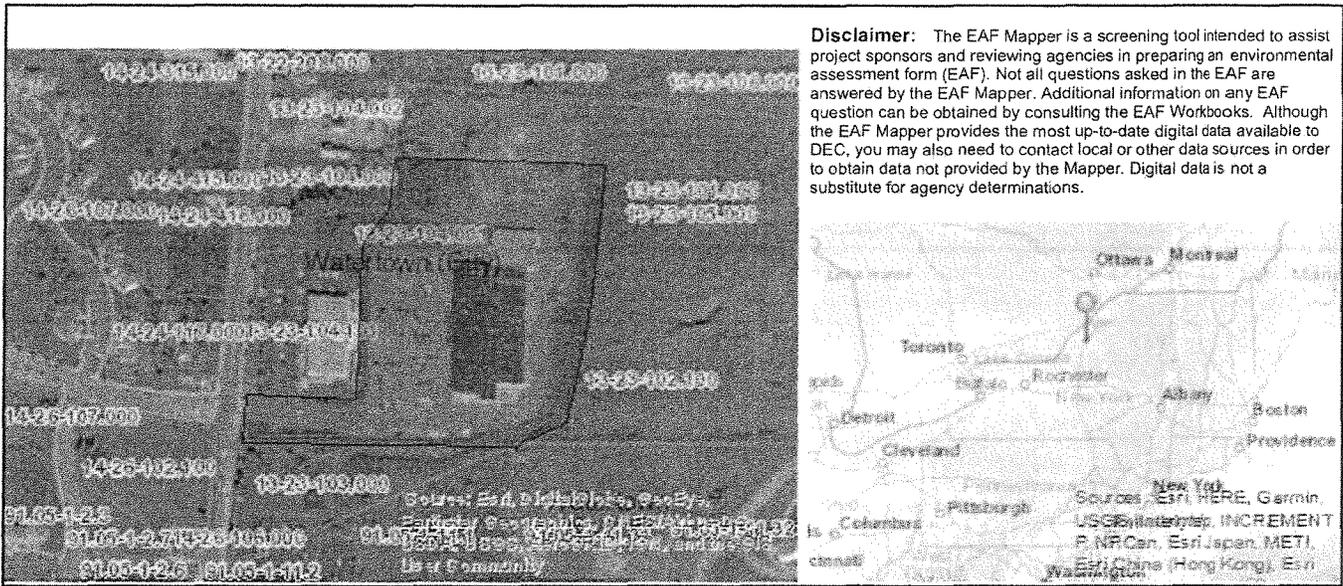
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Samaritan Medical Center Plaza - Comprehensive Health Center Project			
Project Location (describe, and attach a location map): City of Watertown Tax Map Parcel No.'s 13-23-104.001, 13-23-102.100 and 13-23-104.000			
Brief Description of Proposed Action: The Comprehensive Health Center project will include a 2,700 sf building entrance addition and interior renovation of approximately 33,350 sf. The site renovations will include the reconstruction of approximately 179,300 sf of existing asphalt drive and parking areas, concrete walks and curbs, and expansion of approximately 45,150 sf of asphalt parking. Site utility improvements will include the extension of the water service, installation of additional fire hydrants, a sanitary lateral to serve the renovated building and upgraded site lighting. Additional site work will include grading and drainage improvements and landscaping.			
Name of Applicant or Sponsor: Samaritan Medical Center, Attn: Chris Bastien, Assistant VP Support Services		Telephone: 315-782-6866 E-Mail: cbastien@shsny.com	
Address: 830 Washington Street			
City/PO: Watertown		State: New York	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	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City Council - Site Plan Approval		NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		20.9 acres	
b. Total acreage to be physically disturbed?		7.5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		20.9 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input 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 checked="" type="checkbox"/> Other (specify): <u>Medical Center</u>			
<input type="checkbox"/> Parkland			



<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>Shirley Barber</u> Date: <u>6-12-18</u></p> <p>Signature: _____</p>		

*Sananton Medical Center*



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
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

Project:

Date:

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

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

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

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

Project:

Date:

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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



# Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO  
Governor

ROSE HARVEY  
Commissioner

April 17, 2018

Mr. Tim Titus  
Civil Designer  
Aubertine and Currier PLLC  
522 Bradley Street  
Watertown, NY 13601

Re: SEQRA  
Samaritan Medical Center - Comprehensive Health Center  
18PR02205

Dear Mr. Titus:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the New York State Office of Parks, Recreation and Historic Preservation's opinion that your project will have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Michael F. Lynch, P.E., AIA  
Director, Division for Historic Preservation

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 6

Dulles State Office Building, 317 Washington Street, Watertown, NY 13601-3787

P: (315) 785-2245 | F: (315) 785-2242

[www.dec.ny.gov](http://www.dec.ny.gov)

April 18, 2018

Timothy Titus  
Aubertine and Currier  
522 Bradley Street  
Watertown, NY 13601

Re: Samaritan Comprehensive Health Center Project  
City of Watertown, Jefferson County

Dear Mr. Titus:

We received your letter dated April 10, 2018 regarding the Samaritan Medical Center Comprehensive Health Center project. The project was described as including a 2,700 sf building entrance addition, 33,350 sf of interior renovations, 179,300 sf of reconstruction of asphalt drive and parking areas, and 45,150 sf of new asphalt parking. I reviewed New York State Department of Environmental Conservation (DEC) records for the project location, and offer the following information.

Before commencing construction activity, the owner or operator of a construction project that will involve soil disturbance of one or more acres must obtain coverage under the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity.

The project site is mapped as potential habitat for the New York State listed threatened upland sandpiper (*Bartramia longicauda*). The upland sandpiper habitat consists of grassland areas. If there is no loss of grassland on this parcel, there should be no negative impact on the upland sandpiper.

For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement as to the presence or absence of all rare or state-listed species or significant natural communities. This information should not be substituted for on-site surveys that may be required for environmental impact assessment. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

The project location is within a mapped Archeological Site of Sensitivity. We suggest that you contact the New York State Office of Parks, Recreation and Historic Preservation for more information.

Our databases are continuously being updated and amended. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

Thank you for contacting us regarding this matter. If you have any questions with this letter, I can be reached at (315) 785-2248 or [benjamin.shubert@dec.ny.gov](mailto:benjamin.shubert@dec.ny.gov).

Sincerely,

Benjamin Shubert  
Environmental Analyst



Res No. 11

June 12, 2018

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Verizon Gross Receipts Tax Settlement

In accordance with Chapter 271 of the City Code, a tax equal to 1% of the gross income is imposed upon every utility company (gas, electric and telephone) doing business in the City. The City periodically engages firms that specialize in performing audits of utility companies and their disbursement of the gross receipts tax to the City.

The City engaged Computel Consultants as part of the New York State Conference of Mayors and Municipal Officials' (NYCOM) utility audit savings program to encourage municipalities to conduct these "no-risk" audits. The program provides municipalities with a utility billing analysis that identifies and secures refunds of overcharges on telecommunications, electric and natural gas bills, or underpayments of gross receipts tax revenues. The program also included a cable franchise audit service that seeks franchise fee underpayments, while also providing assistance with cable franchise renewal negotiations.

Unfortunately, only the audit of Verizon's gross receipts tax payments will likely result in funds being owed to the City. The attached settlement represents the culmination of Computel's long process of attempting to reach an actual recovery amount for the City. Verizon initially had problems producing municipal level detailed revenue in support of their local gross receipts tax payments. After Verizon spent most of 2017 extracting data from their general ledger, they were able to show Computel the appropriate revenues. To avoid a difficult and expensive legal challenge, a settlement was proposed between Verizon and the 70 municipalities that Computel was currently representing in other gross receipts tax audits. Computel used its leverage to increase our proposed settlement to \$10,000.

Computel's fee for this service is 40% of the refunds they recover or \$4,000 in this case.

# RESOLUTION

Page 1 of 1

Approving Gross Receipts Tax  
Settlement with Verizon New York Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City engaged Computel Consultants to audit utility companies doing business within the City of Watertown to ensure the proper payment of the gross receipts tax authorized in Chapter 271 of the City Code and.

WHEREAS Computel Consultants and Verizon New York Inc. agreed a settlement was in the best interests of all parties rather than pursuing litigation over the actual recovery amount,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the attached settlement with Verizon New York Inc. in the amount of \$10,000 and authorizes the City Manager to execute the agreement.

***Seconded by***

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into between the Watertown, New York (the "Municipality") and Verizon New York Inc. ("Verizon").

### RECITALS

- A. Verizon provides telecommunications services to customers in the Municipality. The Municipality conducted a review of the utility user's tax ("UUT") paid by Verizon.
- B. The Municipality has retained Computel Consultants to perform an audit concerning the application of the UUT to gross receipts billed by Verizon to customers within the Municipality.
- C. The Municipality and Verizon acknowledge the complexity of the factual and legal issues underlying these disputes, as well as the expense and uncertainty of administrative and judicial proceedings, and agree it is in their mutual interest to compromise and settle all issues relating to the application of the UUT.
- D. The Municipality and Verizon have agreed to a resolution of all disputes concerning the UUT on Verizon's gross receipts earned within the Municipality in which Verizon will remit \$10,000 additional UUT for all periods up to and including March 31, 2018, in full satisfaction of UUT including any associated penalties or interest.

In consideration of the mutual promises set forth herein, and other good and valuable consideration, the Municipality and Verizon agree as follows:

### AGREEMENT

1. This Settlement Agreement fully and finally resolves all alleged UUT liabilities, penalties, and interest of Verizon for all periods prior to and including March 31, 2018 ("Period at Issue"). Neither the Municipality nor Verizon make any admissions or representations regarding the proper measure of taxable gross receipts prospectively and only agree to settle all past disputes for the amount outlined in D above. The Municipality waives any right under any legal theory to pursue additional tax for the Period at Issue.
2. Payment. Within thirty (30) days of Verizon's receipt of a fully executed Settlement Agreement, Verizon will make payment to the Municipality in accordance with the relevant amount set forth in Recital D above. The payment will be sent to the Municipality address and specific individual as set forth below: Should payment not be received within the allotted time period the Municipality shall advise Verizon immediately so Verizon may address the issue promptly. Failure to receive payment within thirty (30) days will not cause the Settlement Agreement to become void.

3. General Inadmissibility and Confidentiality. The parties agree that this Settlement Agreement shall not be admissible in evidence against Verizon or the Municipality in any future controversy between the parties except to prove the existence and terms of the Settlement Agreement. Neither party will offer or disclose information concerning this Settlement Agreement except where required by law or in Verizon's case to its external auditors for financial reporting purposes.

4. Choice of Law. This Settlement Agreement is being entered into and will be construed and interpreted in accordance with the laws of the State of New York.

5. Entirety. This Settlement Agreement sets forth the entire understanding between the Verizon and the Municipality with respect to the Period at Issue and supersedes any prior negotiations, agreements, understandings or arrangements between them with respect to the Period at Issue. This Settlement Agreement is a final, conclusive and irrevocable determination of the Taxpayer's liability for the UUT, interest and penalties due for the Period at Issue, and may not be amended except upon written agreement of the both Verizon and the Municipality.

6. Construction of Agreement. Each term and provision of this Settlement Agreement is deemed to have been explicitly negotiated at arms' length by the Municipality and Verizon, and in the case of any dispute will be construed and interpreted according to its fair meaning and not strictly for or against either party.

7. Effective Date. This Settlement Agreement shall become operative as of the date of the last signature fixed hereon.

8. Signature Authority. The signatories hereto each represent and warrant that all necessary signatures, resolutions, consents or any other condition precedent to entering into this Settlement Agreement and to assuming and performing the obligations hereunder have been duly and properly obtained.

**Verizon New York Inc.:**

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

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

\_\_\_\_\_  
Name of Signatory (print)

**Watertown:**

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

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

\_\_\_\_\_  
Name of Signatory (print)

To: The Honorable Mayor and City Council

From: Ann M. Saunders, City Clerk

Subject: Establishing Standard Work Day for Elected and Appointed Officials, NYS Retirement System, Council Member Ryan J. Henry-Wilkinson

In August 2009, the New York State Retirement System adopted new regulations for the establishment of a standard work day and the reporting of days worked for elected and appointed officials. This will affect members of the City Council who were sworn into a new term of office on January 1, 2018 and have chosen to be members of the NYS Retirement System. Based on the new regulations, the required resolution must be adopted at the first regular meeting held after the Record of Activities has been submitted.

Council Member Henry-Wilkinson has submitted his Record of Activities to the City Clerk. City Council must now review these records to determine:

- If the activities listed constitute reasonable and appropriate work for the position, and
- If the hours reported seem appropriate for the duties.

Once approved by the City Council, the Records of Activities must be retained for a period of at least 30 years.

I have reviewed the documents submitted and calculated the number of work days to be reported to the NYS Retirement System by dividing the total number of hours worked by three (3) months then by the minimum number of hours in a standard work day (6 hours). The calculations of total number of days per month to be reported for the NYS Retirement System are as follows:

Council Member Henry-Wilkinson:	
February	21.75 hrs
March	32.50 hrs
<u>April</u>	<u>17.50 hrs</u>
Total Hours Worked	71.75 hrs

$$71.75 \text{ hrs} \div 3 \text{ months} \div 6 \text{ hrs} = 3.99 \text{ days per month to be reported}$$

A resolution establishing the standard work day and the number of work days to report each month for Council Member Henry-Wilkinson has been prepared for City Council approval. Once adopted, the resolution must be posted on the City's website for at least 30 days, and an affidavit of the posting and a copy of the resolution must be filed with the Office of the State Comptroller within 45 days of adoption.

**RESOLUTION**

Page 1 of 1

Establishing Standard Work Day and Reporting For Council Member Ryan J. Henry-Wilkinson

Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa L.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

**Introduced by**

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BE IT RESOLVED, that the City of Watertown hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body.

<b>Elected Officials</b>					
<b>Title</b>	<b>Name</b>	<b>Standard Work Day (Hrs/day)</b>	<b>Term Begins/Ends</b>	<b>Employer Record of Time Worked (Y/N)</b>	<b>Days/Month (based on Record of Activities)</b>
Council Member	Ryan J. Henry-Wilkinson	6 hours	01/01/18-12/31/21	N	3.99 days

On this 18th day of June 2018,

\_\_\_\_\_ Date enacted \_\_\_\_\_  
 (Signature of Clerk)

I, Ann M. Saunders, Clerk of the governing board of the City of Watertown, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 18th day of June 2018, on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

I further certify that the full board consists of 5 members and that 5 of such members were present at such meeting and that 4 of such members voted in favor of the above resolution and 1 such member abstained from voting.

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

**Seconded by**

# February 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				3:45-4:00 regular correspondence $\frac{1}{4}$ hr	Groundhog Day 10-10:45 Mayor's Hunt Diverse proclamation 3:45-4:00 regular correspondence 9:00-9:45 meeting prep $1\frac{3}{4}$ hr	X (2 hrs)
4	5	6	7	8	9	10
X	6:00-6:30 read email 7-9:15 regular meeting $2\frac{3}{4}$ hr	9:30-10:00 read report 10:00-11:00 reported to report via email 5:30-6:00 read email 2hr	12:20-12:35 correspondence 1:30-2:00 read email $\frac{3}{4}$ hr	6:00-6:15 read email $\frac{1}{4}$ hr	12:40-12:55 regular correspondence 7:30-7:45 read email <del>11:30-11:45</del> $\frac{1}{4}$ hrs 10:30-11:15 meeting prep	X (7 hrs)
11	12	13	14	15	16	17
X	5:30-5:45 read email 7:00-9:30 work session $2\frac{3}{4}$ hr	9:30-9:45 read email $\frac{1}{4}$ hr	Valentine's Day 5:30-5:45 read email $\frac{1}{4}$ hr	4:30-5:00 read email 5:00-6:00 called constituent $1\frac{1}{2}$ hrs	6:00-6:30 read email $\frac{1}{2}$ hr	8:00-9:00 meeting prep 1hr (6.25 hrs)
18	19	20	21	22	23	24
X	Presidents Day 12:15-12:45 called constituent 7:00-9:00 regular meeting $2\frac{1}{2}$ hr	1:40-1:55 5:15-5:30 regular correspondence $\frac{1}{2}$ hrs	1:00-1:15 read email $\frac{1}{4}$ hr	12:10-12:25 correspondence 12:55-1:10 regular correspondence $\frac{1}{2}$ hr	6:00-6:15 read email $\frac{1}{4}$ hr	X (4 hrs)
25	26	27	28			
X	12:00-12:15 read email 6:00-7:00 work session $1\frac{1}{4}$ hrs	3:30-4:00 email 6:30-6:45 regular correspondence $3\frac{1}{4}$ hrs	3:45-4:00 read email 10:00-10:15 read email $\frac{1}{2}$			(2.5 hrs)

(2 hrs)

(7 hrs)

(6.25 hrs)

(4 hrs)

(2.5 hrs)

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21.75

# March 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 8:10-8:55 called constituent 11:50-12:05 regular correspondence 6:00-6:15 read email	2 3:50-4:10 Regular correspondence 7:00-7:30 read email	
4 10:30-11:30 meeting prep 1hr	5 6:15-6:45 email 6:00-6:15 regular correspondence 7:00-11:30 regular meeting 5¼	6 7:45-9:00 email 11:15-11:30 regular correspondence	7 5:30-6:00 read email ½	8 6:00-6:15 read email 6:15-6:30 regular correspondence ½	9 9:00-9:45 phone call 3:00-3:30 read email 1¼ ¾	10 12:15-1:15 made phone calls 8:00-8:45 meeting prep 1¼
11 12:40-12:55 regular correspondence 5:00-5:15 read email ½	12 4:30-5:30 read email 7:00-9:00 regular session 3hr	13 6:20-6:35 called constituent 6:45-7:30 read email 1hr	14 5:00-5:15 read email ½	15 11:00-12:00 1:30-2:00 3:00-3:30 phone calls 6:00-6:15 email 2¼	16 9:45-10:00 phone call 10:45-11:00 phone call 7:00-7:30 read email 1hr	17 1:45-2:00 read email 11:00-11:30 Flag raising 10:00-11:00 meeting prep 1¼
18 1:00-2:00 St Patrick's Day Parade 1hr	19 7:00-9:00 regular meeting 7:55-8:10 regular correspondence 5:05-5:20 regular correspondence 6:00-6:30 read email 3hrs	20 9:30-12:00 made phone calls 1:30-1:45 read email 6¾ ¾	21 12:30-12:45 email ¾	22 3:30-4:00 read email ½	23 6:00-6:30 read email ½	24 12:30-12:45 read email ¾
25 X	26 3:00-3:15 regular correspondence ¾	27 5:30-5:45 email ¾	28 10:15-10:30 read email ¾	29 11:45-12:00 regular correspondence ¾	30 7:15-7:30 read email ¾	31 10:30-10:45 read email ¾

(2 hrs) ✓

(10.25) 10.75

(10 hrs) ✓

(6.5 hrs) 8.25 ✓

(1½ hrs) ✓  
32.5

# April 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Easter Sunday 6:00-7:00 meeting prep 1 hr	2 3:30-4:00 read email 4:30-4:45 phone calls 4:50-5:05 phone calls 7:00-9:30 regular meeting 3.5 hr	3 12:45-1:00 phone calls 1/4 hr	4 10:45-11:00 phone calls 1/4 hr	5 11:30-11:45 phone call 1/4 hr	6 7:00-7:30 read email 1/2 hr	7 1:00-1:15 read email 1/4 hr
8 X	9 10:45-11:00 read email 10:30-11:15 meeting prep 1 hr	10 11:30-11:45 phone call 7:00-8:15 1 1/2	11 2:20-2:35 phone call 6:30-7:00 read email 3/4	12 6:30-6:45 read email 1/4	13 7:00-7:15 read email 1/4	14 X
15 10:30-11:30 meeting prep 1 1/2	16 4:00-4:15 read email 7:00-9:15 regular meeting 2 1/2	17 12:25-12:40 phone call 1:30-1:45 read email 1/2	18 12:45-1:00 phone call 6:30-6:45 read email 1/2	19 6:30-7:00 read email 1/2	20 7:00-7:30 read email 1/2	21 X
22 12:00-12:15 phone call 1/4	23 1:30-1:45 read email 1/4	24 6:30-6:45 read email 1/4	25 12:35-12:50 phone call 6:30-6:45 read email 1/2	26 6:30-6:45 read email 1/4	27 6:30-6:45 read email 1/4	28 1:30-1:45 read email 1/4
29 X	30 6:30-6:45 read email 1/4					

(5 hrs) 10

(2 3/4 hrs) 3.75

(4 hrs) 5.5

(2 hrs) ✓

(1/4 hrs) / 17.5

Res No. 13

June 15, 2018

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Tax sale certificate assignment request – 60, 61, 62 and 63 Meriline Avenue

The City has been approached by Justin Brotherton, owner of 619 and 621 Alexandria Avenue, requesting to be assigned the City's tax sale certificates for 60, 61, 62 and 63 Meriline Avenue. The tax sale certificates were acquired by the City as the default bidder from the tax sale certificate auction held on June 24, 2016. The current redemption price of the certificates is \$1,952.29, which expires June 20, 2018. The owner of record for these parcels is Willard Blake. Accepting this offer results in the City being made whole on the outstanding taxes and also the City avoids having to dispose of them for likely less money at an auction.



# RESOLUTION

Page 1 of 1

Authorizing Assignment of City-owned Tax Sale Certificates on Parcel Numbers 01-10-207.000, 01-10-208.000, 01-10-209.000 and 01-10-210.000 Known as 60 Meriline Avenue, 61 Meriline Avenue, 62 Meriline Avenue and 63 Meriline Avenue to Justin Brotherton, 200 Washington Street, Suite 401, Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa L.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City of Watertown is the owner of a certain tax sale certificate on a lot of land known as 60 Meriline Avenue, 61 Meriline Avenue, 62 Meriline Avenue and 63 Meriline Avenue as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York, as Parcel Nos. 01-10-207.000, 01-10-208.000, 1-10-209.000 and 1-10-210.000 respectively, and

WHEREAS Justin Brotherton has requested the assignment of the tax sale certificates from the City for the amount of the tax sale certificate plus all subsequent property taxes paid by the City as holder of the tax sale certificate with applicable interest per City Charter Section 140,

NOW THEREFORE BE IT RESOLVED that the offer of \$1,952.29 submitted by Justin Brotherton for the purchase of the tax sale certificate for Parcel Nos. 01-10-207.000 (\$1,116.46), 01-10-208.000 (\$278.61), 1-10-209.000 (\$278.61) and 1-10-210.000 (\$278.61), is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the City Comptroller is directed to assign the City's tax sale certificate for the above parcel to Justin Brotherton upon the City Comptroller's receipt of certified funds in the amount of \$1,952.29.

### *Seconded by*

Res. No. 14

*Slye Law Offices, P.C.*

MEMORANDUM

TO: Watertown City Council  
FROM: Robert J. Slye, Esq.  
DATE: June 14, 2018  
RE: Purchase offer – 424 VanDuzee Street, tax parcel #1-18-102.000

---

Attached is a resolution which would approve the sale of the City's VanDuzee Street property to Messrs. Waldroff and Johnson for the purchase price of Fifty Thousand and 00/100 Dollars (\$50,000.00). At Council's request during the City Council meeting held on June 4, 2018, I confirmed with the buyer's Attorney, David A. Renzi, Esq., that paragraph 3(b), calling for the City to provide a forty year abstract of title, may be removed, and that the buyer, itself, will undertake to obtain, at Buyer's expense, the appropriate abstract prior to closing.

This agreement, calling for the private sale of city-owned real property, will require the affirmative vote of four members of Council.

# RESOLUTION

Page 1 of 1

Authorizing Private Sale of  
Real Property at 424 VanDuzee St.  
in the City of Watertown

- Council Member HENRY-WILKINSON, Henry J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS an offer dated May 31, 2018 has been received from Benjamin Waldroff, Matthew Waldroff, Jeffrey Robinson and Jacob S. Johnson for the purchase of City-owned real property located at 424 VanDuzee Street, in the City of Watertown, and

WHEREAS City Council directed that an attempt be made to remove the requirement in Paragraph 3(b) of the offer such that the City would not be obligated to provide a forty-year abstract of title and the attorney for the potential purchasers has agreed that Paragraph 3(b) may be removed, and

WHEREAS the City Council of the City of Watertown deems it to be in the best interests of the citizens of the City to sell the VanDuzee Street property to the potential purchasers and/or any Limited Liability Company to which the Purchase Contract might be assigned for the total sum of \$50,000.00 Dollars, all in accordance with the “Agreement For Sale and Purchase of Property” attached to this Resolution, with the exception that Paragraph 3(b) will be removed and replaced with a provision calling for the Buyer’s obligation to provide its own forty-year abstract of title,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of the City of Watertown hereby agrees to sell the property in accordance with the attached agreement, as modified, and

BE IT FURTHER RESOLVED that, upon adoption of this resolution, Mayor Joseph M. Butler, Jr. shall sign the Agreement for Sale and Purchase of Property on behalf of the City and shall then proceed to sign all documents of transfer necessary to transfer title and to receive the purchase price for deposit with the City Comptroller.

***Seconded by***

## Agreement for Sale and Purchase of Property

This is an Agreement made the \_\_\_ day of May, 2018, by and between City of Watertown, residing at 245 Washington Street, Watertown, NY 13601 (hereinafter referred to as "Seller") Jeffrey Robinson, residing at 444 Vanduzee Street, Benjamin Walldroff, residing at 444 Vanduzee Street, Matthew Walldroff, residing at 444 Vanduzee Street, and Jacob S. Johnson, residing at 261 Mullin Street, Watertown, NY 13601 (hereinafter referred to as "Buyer").

1. Agreement to Sell and Purchase. The Seller agrees to sell and the Buyer agrees to purchase, pursuant to the provisions of this Agreement, the property described below in this Paragraph 1 and all of the Seller's right, title and interest in and to or in any way pertaining to the property described below in this Paragraph 1 (collectively referred to herein as the "Property").
  - a. Real Property. All of the land known as 424 VanDuzee Street, City of Watertown, Jefferson County, New York (Tax Parcel #1-18-102.000).

The property is being sold "as is" and the Buyer agrees to accept the Property "as is".

Seller shall provide any and all environmental reports in Seller's possession upon execution of this Agreement.

Buyer reserves the right to assign this Agreement to an LLC or other entity, either already in existence or to be formed in the future.

2. Purchase Price and Payment. Subject to adjustments and pro-rations described in Paragraph 7 below, the total purchase price to be paid by Buyer to the Seller for the Property and payment thereof shall be as follows:
  - a. The purchase price for the Property shall be Fifty Thousand and 00/100 Dollars (\$50,000.00).
  - b. Upon the execution of this Agreement by both parties, the sum of \$1,000.00 shall be deposited with Brown, Dierdorff & Renzi, and shall become part of the Purchase Price at closing.
  - c. The remaining balance of \$49,000.00 shall be due at the time of closing in the form of a cashier's check or certified funds.
3. Title to the Real Property.
  - a. Quality of Title. Title to the Property shall be good and marketable.

- b. Title Documents. Seller shall furnish to Buyer at Seller's expense a forty (40) year abstract of title commencing with a Quit Claim Deed.
    - c. Effect of Title Defects. If title to the Property at closing shall not be as required by this Agreement, Seller shall remove such title defects that can be satisfied by the payment of money (e.g. liens, judgments), including proof of Bulk Sales Tax and any and all business taxes due, and if such defects cannot be so satisfied, then Buyer shall have the option of either taking such title as Seller can convey, without abatement of price, or of canceling this Agreement.
  4. Seller's Representations and Warranties. As a material inducement to cause Buyer to enter into this Agreement, Seller makes the following representations and warranties to Buyer:
    - a. Authority. Seller has the authority and power to enter into this Agreement and to consummate the transaction provided for by this Agreement.
  5. Buyer's Representations and Warranties. As a material inducement to cause Seller to enter into this Agreement, Buyer makes the following representations and warranties to Seller, all of which shall survive the closing:
    - a. Authority. Buyer has the authority and power to enter into this Agreement and to consummate the transaction provided for by this Agreement.
    - b. Survey. Seller will provide existing survey, if any. Buyer will provide a survey at their own expense should Buyer or Buyer's lender require a survey.
  6. Closing.
    - a. The closing of the transaction contemplated herein (the "Closing") shall be held on or before **July 13, 2018** in Jefferson County at the offices of Brown, Dierdorf & Renzi or at such other time and place as the parties may mutually agree upon. The date on which title shall close hereunder is sometimes referred to as the "Closing Date."
    - b. At the Closing, the Seller shall execute, acknowledge (where appropriate) and deliver to Buyer the following items in form and substance reasonably satisfactory to the Buyer and their legal counsel:
      - i. Quit Claim Deed executed by Seller and effective to convey to the Buyer the title to the Property provided for by this Agreement, along with a New York State Department of Taxation and Finance "Form TP-584, Combined Real Property Transfer Gains Tax Affidavit, Real Estate Transfer Tax Return, Credit Line Mortgage Certificate" and "Form RP-5217" (or any similar form in use and required at the time of Closing) for delivery to the County Clerk to allow recordation of the Deed.
    - c. At the closing, Buyer shall deliver to Seller the Purchase Price.
  7. Adjustments and Pro-rations. The Purchase Price shall be adjusted at Closing on the following basis:

- a. Real Estate Taxes. Real Property taxes levied or imposed upon the Property on the basis of the fiscal year for which assessed.
8. Possession. Possession of the Property shall be delivered to the Buyer at Closing, unless previously delivered pursuant to an agreement between the parties.
9. Brokerage. Each party represents and warrants to the other that there is no broker involved in this transaction and therefore neither party shall be obligated to pay a commission as a result of the execution of this contract by the parties.
10. Risk of Loss. Risk of loss remains with Seller until Closing.
11. Obligor and Grantor. Buyer agrees to sign the Mortgage Note and Mortgage as principal maker(s) of the Note and guarantor of the terms and conditions of the Mortgage.
12. Miscellaneous.

- a. Notices. All notices required under this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, postage pre-paid, addressed to the party to be notified at its address first above set forth or to such other address that such party has specified most recently by like notice. At the same time that any notice is given to either party, a copy shall be sent to its attorney. For the purpose of this paragraph, the attorney for the parties is as follows:

Attorney for Buyer: David A. Renzi, Esq.  
Brown, Dierdorf & Renzi  
165 Mullin Street  
Watertown, New York 13601

Attorney for Seller: Robert Slye, Esq.  
104 Washington Street  
Watertown, New York 13601

Notices given as provided shall be deemed given on the date so mailed.

- b. Counterparts and Captions. This Agreement may be executed in counterparts, each of which shall be deemed and original. The captions are for convenience of reference only and shall not effect the constructions to be given any of the provisions hereof.
- c. Entire Agreement. This Agreement (including all exhibits annexed hereto, all of which are expressly made a part hereof) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporations other than the parties hereto.
- d. Governing Law. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of State of New York.

- e. Waiver and Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- f. Bonding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, this Agreement has been signed by the parties as follows:

Dated: May 31, 2018

  
\_\_\_\_\_  
Jeffrey Robinson - Buyer

Dated: May 31, 2018

  
\_\_\_\_\_  
Benjamin Waldroff - Buyer

Dated: May 31, 2018

  
\_\_\_\_\_  
Matthew Waldroff - Buyer

Dated: May 31, 2018

  
\_\_\_\_\_  
Jacob S. Johnson - Buyer

Dated: May \_\_\_\_, 2018

\_\_\_\_\_  
City of Watertown

BY:

\_\_\_\_\_  
- Seller

Res No. 15

*Slye Law Offices, P.C.*

MEMORANDUM

TO: Mayor and Watertown City Council  
FROM: Robert J. Slye, Esq.  
DATE: June 14, 2018  
RE: Watertown First Inc.

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Attached is a resolution authorizing the City to enter into a Contract with Watertown First Inc., a New York not-for-profit Corporation, which has worked in conjunction with Watertown Local Development Corporation to organize three Block Parties on Public Square, scheduled to be held on June 29<sup>th</sup>, July 27, and August 24, 2018, from 5:00 p.m. until 10:00 p.m. each night.

Essentially, the agreement grants a License to Watertown First, Inc., so that it may promote downtown businesses selling their goods and wares on City sidewalks. The size of the sidewalk area to be utilized is limited by the agreement, and Watertown First and each of the Vendors will be required to name the City as an additional insured on their General Liability Policies for the event dates.

This agreement and Resolution are presented for the Council's consideration prior to the first block party scheduled for June 29, 2018.

# RESOLUTION

Page 1 of 1

Agreement With Watertown First, Inc. for Sidewalk Vendors During Block Parties June 29, July 27, and August 24, 2018

Council Member HENRY-WILKINSON, Henry J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS Watertown First Inc., a New York not-for-profit Corporation, is partnering with the Watertown Local Development Corporation to organize Block Parties on the City’s Public Square on June 29, 2018, July 27, 2018, and August 24, 2018 from 5:00 p.m. until 10:00 p.m. each night, and

WHEREAS as part of those activities, Watertown First Inc. has asked that the City grant it a License to allow Watertown business owners to sell their goods and wares on the sidewalk located in front of their permanent businesses in order to promote business downtown, and

WHEREAS The City Council of the City of Watertown deems it to be in the best interests of the citizens of the City to promote downtown businesses in this fashion,

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown hereby approves an agreement with Watertown First Inc. involving the granting of a License for the use of a portion of the City’s sidewalks for the vendor’s sales during the scheduled Block Parties in accordance with an agreement between the City and Watertown First, a copy of which is attached and made a part of this Resolution, and

BE IT FURTHER RESOLVED that the Honorable Joseph M. Butler, Jr., Mayor of the City, shall sign the agreement on behalf of the City.

***Seconded by***

## **VENDOR AGREEMENT**

This Agreement dated this \_\_\_\_ day of June 2018 is by and between the City of Watertown, New York, a New York Municipal Corporation having principal Offices at 245 Washington Street, Watertown, New York 13601 (the ‘City’) and Watertown First, Inc., a New York not-for-profit Corporation having a mailing address of P.O. Box 6187, Watertown, New York 13601 (“Watertown First”).

WHEREAS Watertown First, in conjunction with the Watertown Local Development Corporation, is sponsoring and organizing three block parties on the north side of Public Square in the City, which Block Parties are scheduled to be held on Friday, June 29, 2018; Friday, July 27, 2018; and Friday, August 24, 2018 from 5:00 p.m. until 10:00 p.m. each night; and

WHEREAS one of the purposes of the block parties is to provide exposure to businesses on the City’s Public Square a family-friendly venue; and

WHEREAS Watertown First is encouraging existing downtown business owners to sell goods on the City sidewalk in front of their permanent store fronts as part of providing this business exposure during the block party events; and

WHEREAS the City and Watertown First desire to set forth an agreement by which the retailers on Public Square are given permission to sell their merchandise on City sidewalks during the scheduled block party events,

### **THE PARTIES AGREE AS FOLLOWS**

1. During the block parties held on June 29<sup>th</sup>, July 27<sup>th</sup>, and August 24<sup>th</sup>, 2018, the City shall permit downtown business owners, having store fronts on the City’s Public Square, to sell goods on the sidewalk in front of their businesses to extend no more than 6 feet from the storefront and occupying a space no wider than their store’s frontage.

2. The City’s permission, or license, extends to Watertown First as sponsor of the block party events, and Watertown First shall be responsible to ensure the following:

- a. each sidewalk vendor will be insured by a Commercial General Liability policy naming the City, as an additional insured, for each of the identified block party dates;
- b. Watertown First shall maintain Commercial General Liability Insurance naming the City as an additional Insured for each of the identified block party dates;
- c. Watertown First shall ensure that each vendor remains within the licensed space and that, after the close of each block party, the portion of the City’s sidewalk upon which the Vendor has been selling its goods and wares shall be broom clean by 10:30 p.m. on the night of each of the events.

WHEREFORE, the Parties sign this agreement this \_\_\_\_ day of June 2018.

City of Watertown, New York

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

\_\_\_\_\_  
Joseph M. Butler, Jr., Mayor

Watertown First, Inc.

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

\_\_\_\_\_  
Cody Horbacz, President

Public Hearing – 7:30 p.m.

June 8, 2018

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Authorizing Spending From Capital Reserve Fund

At the Adjourned June 4, 2018 Meeting, City Council scheduled a public hearing on the above subject at 7:30 p.m. on Monday, June 18, 2018.

The attached Resolution authorizes spending from the Adopted 2018-2019 Capital Fund Budget and General Fund Budget for funding of the Front-end Loader (\$165,000).

The Council must hold the public hearing before voting on the Resolution.

**RESOLUTION**

Page 1 of 1

Authorizing Spending  
From Capital Reserve Fund

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

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 2018-19 Capital Fund Budget and General Fund Budget included the following projects and equipment purchases: Front-end Loader (\$165,000), and

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

WHEREAS on Monday, June 18, 2018 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 \$165,000 to pay for the cost of the Front-end Loader (\$165,000).

***Seconded by*** Council Member Mark C. Walczyk

Public Hearing – 7:30 p.m.

June 8, 2018

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Authorizing Spending of Funds from the Repair Reserve Fund for  
Duffy Fairgrounds Stadium

At the Adjourned June 4, 2018 Meeting, City Council scheduled a public hearing on the above subject at 7:30 p.m. on Monday, June 18, 2018.

The attached Resolution authorizes spending from the Adopted 2018-2019 Capital Budget for funding of \$3,050 towards the project to replace the Fairgrounds grandstand locker room roof.

The Council must hold the public hearing before voting on the Resolution.

**RESOLUTION**

Page 1 of 1

Authorizing Spending From the  
Duffy Fairgrounds Stadium  
Reserve Fund

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

Council Member Cody J. Horbacz

WHEREAS on June 2, 1997, the City Council approved establishing a Repair Reserve Fund for the costs associated with renovations and capital repairs to the existing stadium at the Alex T. Duffy Fairgrounds, and

WHEREAS the City has determined that the grandstand locker room roof needs to be replaced at the Alex T. Duffy Fairgrounds, and

WHEREAS the estimated cost of the repairs to be \$30,000, and

WHEREAS on Monday, June 18, 2018, 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 reserve fund, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriation of the balance of the reserve fund, approximately \$3,050, to partially pay for the grandstand locker room roof replacement at the Alex T. Duffy Fairgrounds.

***Seconded by*** Council Member Mark C. Walczyk

Public Hearing – 7:30 p.m.

June 8, 2018

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Proposed Local Law No. 2 of 2018 – Amending Sections 253-17 and 253-28 of the City of Watertown Code of the City of Watertown

The City Council has scheduled a Public Hearing for the above subject Local Law for 7:30 p.m. on Monday, June 18, 2018.

Included in the Fiscal Year 2018-19 Budget is a decrease of five percent (5.00%) to the general sewer usage rates.

The Council must hold the public hearing before voting on the Local Law.

# LOCAL LAW

Page 1 of 3

A Local Law amending Sections 253-17  
Of the City of Watertown Code of the City  
of Watertown

Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa A.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

***Introduced by***

Council Member Cody J. Horbacz

A Local Law to amend Section 253-17 of the City of Watertown Code of the City of Watertown.

WHEREAS a public hearing was held on this amendment on June 18, 2018, at 7:30 p.m. in the City Council Chambers;

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York that §253-17 of the City Code of the City of Watertown is modified to read as follows:

C. Rates.

(1) The basis for the normal sewer service charge shall be the volume of water consumed from the Public Water Supply System by the individual property owner. The rates for both domestic and industrial metered sewer service within the City of Watertown shall be as follows:

(a) Quarterly meter rates:

<u>Usage</u>	<u>Rate [(per 1,000 cubic feet (7,480 gallons)]</u>
First 1,200 cubic feet (8,976 gallons)	\$35.91 per 1,000 cubic feet (7,480 gallons)
Over 1,200 cubic feet (8,976 gallons)	\$20.95 per 1,000 cubic feet (7,480 gallons)

(b) Monthly meter rates:

<u>Usage</u>	<u>Rate [(per 1,000 cubic feet (7,480 gallons)]</u>
First 400 cubic feet (2,992 gallons)	\$35.91 per 1,000 cubic feet (7,480 gallons)
Over 400 cubic feet (2,992 gallons)	\$20.95 per 1,000 cubic feet (7,480 gallons)

# LOCAL LAW

Page 2 of 3

A Local Law amending Sections 253-17  
Of the City of Watertown Code of the City  
of Watertown

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

(c) Minimum charge for quarterly inside City use:

<u>Meter Size (inches)</u>	<u>Cubic Feet</u>	<u>Gallons</u>	<u>Minimum Charge</u>
5/8	900	6,732	\$ 32.32
3/4	1,500	11,220	49.38
1	2,700	20,196	74.52
1 1/2	5,100	38,148	124.79
2	8,400	62,832	193.91
3	15,900	118,932	351.03
4	26,400	197,472	570.97
6	51,900	388,212	1,105.14
8	84,000	628,320	1,777.55
10	120,000	897,600	2,531.66

(d) Minimum charge for monthly inside City use:

<u>Meter Size (inches)</u>	<u>Cubic Feet</u>	<u>Gallons</u>	<u>Minimum Charge</u>
5/8	300	2,244	\$ 10.77
3/4	500	3,740	16.46
1	900	6,732	24.84
1 1/2	1,700	12,716	41.60
2	2,800	20,944	64.64
3	5,300	39,644	117.01
4	8,800	65,824	190.32
6	17,300	129,404	368.38
8	28,000	209,440	592.52
10	40,000	299,200	843.89

# LOCAL LAW

Page 3 of 3

A Local Law amending Sections 253-17  
Of the City of Watertown Code of the City  
of Watertown

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

## (2) Elderly Exemption

<u>Unit</u>	<u>Charge</u>
1	\$ 3.59
2	\$ 7.18
3	\$10.77
4	\$14.36
5	\$17.96
6	\$21.55
7	\$25.14
8	\$28.73

And,

BE IT FURTHER ENACTED that the Sewer Service Charges shall be instituted with the sewer bills dated on or after July 1, 2018 and contained on all bills, and

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon its being filed in the Office of the Secretary of State.

***Seconded by*** Council Member Mark C. Walczyk

June --, 2018

To: The Honorable Mayor and City Council

From: Bradford J. Minnick, City Manager

Subject: Request to Waive the Rental Fee for the Thompson Park Pavilion,  
Children's Miracle Network and Jefferson County SPCA

The attached letter was received from the Children's Miracle Network (CMN) Hospitals of Northern New York at Samaritan Medical Center and the Jefferson County SPCA requesting the City to waive the rental fee for the pavilion at Thompson Park for their event scheduled on September 30, 2018.

As stated in the attached report from Superintendent Erin E. Gardner, it is not recommended that Council waive the fee.



**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 12, 2018

To: Brad Minnick, City Manager

From: Erin E. Gardner, Superintendent of Parks and Recreation

Subject: Request for waiver of fees for SPCA and CMN

A request to waive fees for use of the pavilion at Thompson Park for a Superhero Walk on September 30<sup>th</sup>, 2018 has been received by the City. The fees Mrs. LaClair and Mrs. Spezzano are requesting to be waived total \$50.00. To maintain consistency with fee waiver requests, it is not recommended that the City waive the above fees.

Superintendent Gardner will be available at the Council Meeting to answer any questions.



*Caring. Healing. Leading.*  
**Samaritan**  
 Medical Center Foundation  
 of Northern New York, Inc.



**Children's  
 Miracle Network  
 Hospitals**  
 Helping Local Kids



Children's Miracle Network Hospitals  
 Samaritan Medical Center  
 830 Washington Street  
 Watertown, NY 13601

Mr. Bradford Minnick  
 Interim City Manager  
 City Manager Department  
 245 Washington Street  
 Watertown, NY 13601

Dear Mr. Minnick:

I am writing on behalf of *Children's Miracle Network (CMN) Hospitals of Northern New York at Samaritan Medical Center* and the *Jefferson County SPCA* to request the City of Watertown waive the fee associated with holding an event at Thompson Park, Watertown.

The Jefferson County SPCA and CMN will be co-hosting a Superhero Walk on September 30, 2018. The family-friendly event will bring animal lovers and "miracle makers" of all ages together to raise funds and awareness for the two local non for profit organizations.

Thompson Park is the perfect location for the Superhero Walk to benefit two organizations that continue to make a difference in our community. The SPCA and CMN rely on fundraising and donations to run their programs and would truly appreciate your support for this event. If you have any questions or would like additional information, please contact Heather Spezzano at 315-782-3260 or Kristin LaClair at 315-785-4053.

Thank you for your consideration.

Sincerely,

*Kristin LaClair*  
 Kristin LaClair  
 CMN Development Manager

*Heather Spezzano*

Heather Spezzano  
 Executive Director, SPCA



June 14, 2018

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sales Tax Revenue – May 2018

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to last May, sales tax revenue on an actual to actual basis was up \$58,123 or 4.38%. In comparison to the original budget projection for the month, sales tax was up \$24,034 or 1.77%.

The year-to-date actual receipts are up \$378,355 or 2.37% while the year-to-date receipts on a budget basis are down \$33,007 or 0.20%. Year-to-date sales tax revenue finished at \$16,373,964.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2013-14, 2014-15, 2015-16 and 2016-17 have been included for historical perspective.

	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Actual 2017-18</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,492,579	\$ 1,412,829	\$ 1,509,325	\$ 1,536,214	\$ 1,573,554	\$ 37,340	2.43%		
August	\$ 1,463,877	\$ 1,247,954	\$ 1,494,788	\$ 1,435,666	\$ 1,498,230	\$ 62,564	4.36%		
September	\$ 1,760,254	\$ 2,206,655	\$ 1,683,486	\$ 1,982,777	\$ 1,918,505	\$ (64,272)	-3.24%	35,631	0.72%
October	\$ 1,584,174	\$ 1,405,774	\$ 1,339,731	\$ 1,295,166	\$ 1,381,534	\$ 86,368	6.67%		
November	\$ 1,116,784	\$ 1,398,402	\$ 1,375,619	\$ 1,355,551	\$ 1,435,650	\$ 80,099	5.91%		
December	\$ 1,543,425	\$ 1,540,727	\$ 1,351,562	\$ 1,752,250	\$ 1,754,106	\$ 1,856	0.11%	168,323	3.82%
January	\$ 1,238,468	\$ 1,261,235	\$ 1,332,286	\$ 1,363,372	\$ 1,360,442	\$ (2,930)	-0.21%		
February	\$ 1,076,005	\$ 1,059,321	\$ 1,084,467	\$ 1,087,663	\$ 1,163,558	\$ 75,896	6.98%		
March	\$ 1,471,964	\$ 1,295,074	\$ 1,426,339	\$ 1,548,314	\$ 1,511,911	\$ (36,403)	-2.35%	36,563	0.91%
April	\$ 1,271,765	\$ 1,286,204	\$ 1,333,096	\$ 1,313,100	\$ 1,392,815	\$ 79,716	6.07%		
May	\$ 1,298,653	\$ 1,288,547	\$ 1,348,173	\$ 1,325,536	\$ 1,383,659	\$ 58,123	4.38%		
June	\$ 1,699,052	\$ 1,726,963	\$ 1,789,321	\$ 1,821,198	\$ -	\$ -		137,838	3.09%
YTD	\$ 17,017,001	\$ 17,129,685	\$ 17,068,193	\$ 17,816,807	\$ 16,373,964	\$ 378,355	2.37%		

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
	<u>2017-18</u>	<u>Actual 2017-18</u>				
July	\$ 1,575,721	\$ 1,573,554	\$ (2,167)	-0.14%		
August	\$ 1,472,587	\$ 1,498,230	\$ 25,643	1.74%		
September	\$ 2,033,768	\$ 1,918,505	\$ (115,263)	-5.67%	(91,787)	-1.81%
October	\$ 1,328,473	\$ 1,381,534	\$ 53,061	3.99%		
November	\$ 1,390,412	\$ 1,435,650	\$ 45,238	3.25%		
December	\$ 1,797,313	\$ 1,754,106	\$ (43,207)	-2.40%	55,091	1.22%
January	\$ 1,398,434	\$ 1,360,442	\$ (37,992)	-2.72%		
February	\$ 1,115,634	\$ 1,163,558	\$ 47,924	4.30%		
March	\$ 1,588,132	\$ 1,511,911	\$ (76,221)	-4.80%	(66,288)	-1.62%
April	\$ 1,346,868	\$ 1,392,815	\$ 45,947	3.41%		
May	\$ 1,359,625	\$ 1,383,659	\$ 24,034	1.77%		
June	\$ 1,868,033	\$ -	\$ -		69,981	1.53%
YTD	\$ 18,275,000	\$ 16,373,964	\$ (33,003)	-0.20%		

June 5, 2018

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sale of Surplus Hydro-electricity – May 2018

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last May, the sale of surplus hydro-electric power on an actual to actual basis was down \$126,386 or 17.77%. In comparison to the original budget projection for the month, revenue was up \$118,179 or 25.32%.

The year-to-date actual revenue is up \$668,559 or 16.40% while the year-to-date revenue on a budget basis is up \$1,244,128 or 37.12%. Year-to-date revenue is at \$4,743,948.

The attached spreadsheet shows the monthly revenues for this year and last year along with the budgeted amounts. Revenues for the Fiscal Years' 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17 have been included for historical perspective.

	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Actual 2017-18</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 821	\$ 382,759	\$ 286,952	\$ 321,539	\$ 73,815	\$ 644,519	\$ 570,704	773.16%
August	\$ 2,060	\$ 115,769	\$ 293,338	\$ 11,805	\$ 278,611	\$ 308,911	\$ 30,300	10.88%
September	\$ 17,605	\$ 48,478	\$ 38,778	\$ 14,857	\$ 22,118	\$ 129,629	\$ 107,511	486.08%
October	\$ 261,082	\$ 237,797	\$ 296,432	\$ 260,804	\$ 208,586	\$ 219,082	\$ 10,495	5.03%
November	\$ 105,694	\$ 473,459	\$ 331,977	\$ 393,589	\$ 396,753	\$ 610,656	\$ 213,903	53.91%
December	\$ 356,383	\$ 323,081	\$ 502,018	\$ 542,231	\$ 470,259	\$ 332,344	\$ (137,916)	-29.33%
January	\$ 179,469	\$ 240,183	\$ 246,137	\$ 380,018	\$ 481,938	\$ 243,768	\$ (238,171)	-49.42%
February	\$ 160,026	\$ 225,629	\$ 158,920	\$ 440,304	\$ 325,684	\$ 353,929	\$ 28,246	8.67%
March	\$ 338,154	\$ 232,743	\$ 154,182	\$ 634,598	\$ 418,328	\$ 587,558	\$ 169,230	40.45%
April	\$ 551,360	\$ 468,075	\$ 577,742	\$ 555,833	\$ 688,018	\$ 728,661	\$ 40,642	5.91%
May	\$ 324,167	\$ 660,449	\$ 192,410	\$ 275,751	\$ 711,278	\$ 584,892	\$ (126,386)	-17.77%
June	\$ 474,813	\$ 421,856	\$ 638,045	\$ 162,659	\$ 681,514	\$ -	\$ -	0.00%
YTD	<u>\$ 2,771,633</u>	<u>\$ 3,830,277</u>	<u>\$ 3,716,931</u>	<u>\$ 3,993,988</u>	<u>\$ 4,756,903</u>	<u>\$ 4,743,948</u>	<u>\$ 668,559</u>	<u>16.40%</u>

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>
	<u>2017-18</u>	<u>Actual 2017-18</u>		
July	\$ 178,702	\$ 644,519	\$ 465,817	260.67%
August	\$ 151,717	\$ 308,911	\$ 157,194	103.61%
September	\$ 23,080	\$ 129,629	\$ 106,549	461.65%
October	\$ 334,194	\$ 219,082	\$ (115,112)	-34.44%
November	\$ 421,890	\$ 610,656	\$ 188,766	44.74%
December	\$ 385,045	\$ 332,344	\$ (52,701)	-13.69%
January	\$ 306,729	\$ 243,768	\$ (62,961)	-20.53%
February	\$ 230,890	\$ 353,929	\$ 123,039	53.29%
March	\$ 411,019	\$ 587,558	\$ 176,539	42.95%
April	\$ 589,841	\$ 728,661	\$ 138,820	23.54%
May	\$ 466,713	\$ 584,892	\$ 118,179	25.32%
June	\$ 320,180	\$ -	\$ -	0.00%
YTD	<u>\$ 3,820,000</u>	<u>\$ 4,743,948</u>	<u>\$ 1,244,128</u>	<u>35.55%</u>