

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, October 1, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 1, 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

PROCLAMATION

White Cane Awareness Day

PRESENTATIONS

Thompson Park Splash Pad Donors

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Authorizing Acceptance of Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, Fire Department
- Resolution No. 2 Authorizing Agreement with National Grid to Allow Usage of Convenience Outlets for Farm and Craft Market Vendors
- Resolution No. 3 - Approving CDBG Grant Agreement with United Way of Northern New York
- Resolution No. 4 - Accepting Bid for ParaTransit Bus Service
- Resolution No. 5 - Accepting Bid for Demolition of the Thompson Park Pool and Filtration Plant

Resolution No. 6 - Rejecting Bids for Huntington Street Sidewalk Construction

ORDINANCES

LOCAL LAW

PUBLIC HEARING

7:30 p.m. Resolution Approving the Special Use Permit Request Submitted by Anthony M. Heaney to Allow an Automobile Sales Lot at 1543 State Street, Parcel Number 5-14-103.000

OLD BUSINESS

STAFF REPORTS

1. Comprehensive Plan Steering Committee Update

NEW BUSINESS

EXECUTIVE SESSION

Collective Bargaining

WORK SESSION

Next Work Session is scheduled for Tuesday, October 9, 2018, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, OCTOBER 15, 2018.

Res No. 1

September 25, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing Acceptance of the Security Staffing for Adequate Fire and
Emergency Response (SAFER) Grant, Fire Department

At the April 16, 2018 meeting, City Council granted approval to apply for a grant from the US Division of Homeland Security for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

As stated in the attached report from Fire Chief Dale C. Herman, we have now received confirmation notification that the Fire Department will be awarded \$561,202 to hire four new personnel with those funds. Discussion of the financial impact of accepting this grant was discussed at the September 24, 2018 City Council Work Session.

A Resolution is attached for City Council consideration authorizing Chief Herman to accept the grant on behalf of the City of Watertown.

RESOLUTION

Page 1 of 1

Authorizing Acceptance of Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, Fire Department

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 April 16, 2018 City Council authorized the City of Watertown Fire Department to prepare an application that meets the intended purpose of the US Division of Homeland Security for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, and

WHEREAS the City has received notification that the Fire Department will be awarded \$561,202 to hire four new personnel with those funds,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to accept the grant award for the amount of \$561,202 from the US Division of Homeland Security, and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the acceptance on behalf of the City of Watertown.

Seconded by



**CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT**
224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



September 10, 2018

Mr. Richard Finn, City Manager
City of Watertown
245 Washington Street
Watertown NY 13601

Mr. Finn,

The recent notification from Senator Schumer's office of a SAFER grant award of \$561,202 and the confirmation through the FEMA website provides the department the opportunity to utilize the remaining good fall weather to conduct an in-house recruit training program, thus having newly trained firefighters on the line no later than mid-January.

When the grant was initially submitted, the plan was that notification of awards would not occur until mid to late October. With 180 days allowed by the grant to hire candidates, the first available recruit class was the NYS Fire Academy which normally starts their 11 week recruit program the last week in February. The recruits would graduate in mid-May and be on the line shortly thereafter.

With the grant announcement occurring officially on September 7, the City has 30 days to accept the grant award. It is my recommendation that a formal resolution to accept this grant award be prepared for the September 17 regular council meeting. Once approved, the department would move forward in providing the Manager with a list of recommended candidates for hire.

If you have any questions, please feel free to contact me.

CITY OF WATERTOWN FIRE DEPARTMENT

A handwritten signature in cursive script that reads "Dale C. Herman".

Dale C. Herman
Fire Chief, EFO



FEMA

Mr. Dale Herman
City of Watertown Fire-Rescue
245 Washington St. Ste. 203
Watertown, New York 13601-3392

Re: Award No. EMW-2017-FH-00193

Dear Mr. Herman:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$910,056.00. As a condition of this award, you are required to contribute a cost match in the amount of \$348,854.00 of non-Federal funds. The Federal share is \$561,202.00 of the approved total project cost of \$910,056.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your recruitment period has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas DiNanno". The signature is written in a cursive style with a large initial "T" and a long, sweeping underline.

Thomas George DiNanno
GPD Assistant Administrator

September 21, 2018

To: The Honorable Mayor and City Council
 From: Richard M. Finn, City Manager
 Subject: Status of the SAFER Grant



On September 7, 2018, the City was notified by the Federal government that the City has been awarded \$561,202 to hire four additional firefighters for a period of three years. The Federal grant would provide for the funding of wages and fringe benefits for the four firefighters at 75% City cost during the first two years and 35% for the third year of the grant. However, the approved grant award amount of \$561,202 is based on the current hourly rate of \$21.54, which is the amount used in the grant submittal. As a result, the actual reimbursement that would be provided would be slightly less than the actual cost of wages given the anticipated increase in wages when the pending Fire Union contract is approved. The chart below prepared by the City Comptroller illustrates the projected fiscal impact that the grant would have on the Fire Department budget for the next thirty-six-month period (term of the grant).

<u>APPROVED GRANT AWARD - HIRE FOUR FIREFIGHTERS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>	<u>Year 4</u>
Base Salary (assumes 2% retroactive annual salary increases starting in FY 2019/20 and forward)	\$ 179,196	\$ 210,636	\$ 224,312	\$ 614,144	\$ 238,936
Holiday Pay	7,580	8,912	9,492	25,984	10,108
	\$ 186,776	\$ 219,548	\$ 233,804	\$ 640,128	\$ 249,044
FICA (7.65%)	14,288	16,796	17,888	48,972	19,052
Retirement (Held constant at 2/1/2018 Tier 6 contribution rate of 14.80%)	27,644	32,492	34,604	94,740	36,860
Health Insurance (Family coverage - assumes annual 5% increases from FY 2017/18 rates)	74,644	78,376	82,296	235,316	86,412
Total Cost	\$ 303,352	\$ 347,212	\$ 368,592	\$ 1,019,156	\$ 391,368
Federal Grant (75% / 75% / 35%)	(227,516)	(227,516)	(106,172)	(561,204)	-
Net Cost / (Savings) to City excluding affect to overtime	\$ 75,836	\$ 119,696	\$ 262,420	\$ 457,952	\$ 391,368

** Full Size chart attached for your convenience.

As illustrated, the projected total cost of the three-year grant program would be \$1,019,156. Subtracting out the Federal grant funding results in a projected net cost to the City of \$457,952. However, based on estimates provided by the Fire Chief, it is anticipated that the annual overtime per year can be reduced by 7,400 hours, which would result in a three-year cost reduction of \$1,397,267. Taking this cost reduction and applying it against the projected cost to the City [identified in the above chart (\$457,952)], the City would save a total of \$939,315 during the three-year grant period. As illustrated, the projected cost savings each year would be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
Net Cost/Savings	\$344,984	\$363,694	\$230,637	\$939,315

Based on the above projected numbers, the acceptance of the Federal grant funding would have a significant positive financial impact on the City of \$939,315. However, the projected three-year cost reduction is based on the estimated savings in overtime of 7,400 hours per year created by the hiring of the four new firefighters. If the reduction of overtime per year is greater than the estimated 7,400 hours, the City cost reduction would be higher. Likewise, if the reduction in overtime per year is lower than the 7,400 hours, the cost reduction (savings) would be less.

The above cost projections are based on the continuation of the Fire Department's minimum manning requirement of 15 operational firefighters on duty 24 hours per day. As you are aware, the City has challenged the minimum manning requirement, which is presently defined in the Fire Union Collective Bargaining Agreement. The City has taken the position that the minimum manning required in the Fire Department is a service level determination. Therefore, the City Council which establishes the annual City Budget should determine the level of service provided, including the establishment of the Department's minimum manning.

Additional information that pertains to the potential acceptance of the SAFER grant:

1. The City must officially accept the Federal grant no later than Monday, October 8, 2018.
2. Acceptance of the Federal grant funds will require the City to maintain its existing number of operational firefighters (63) in addition to the four new firefighters paid through the grant funds. This would therefore require the City to maintain 67 operational firefighters during the three-year term of the grant. The non-operational Fire Department positions (Fire Chief, Deputy Fire Chief, two Code Department Fire Officials and the Training Officer) would not be affected by the acceptance of the grant.
3. If the City is successful in its pursuit of having the City Council (based on professional/expertise/advice) determine the minimum manning requirements, it could do so during the term of the grant cycle (3 years). However, during the three-year period as established above, the City would be required to maintain the 67 operational firefighters (which includes the four grant funded positions).
4. If the SAFER grant is approved, it is the intention of the Fire Chief to begin the in-house training of the four new firefighters on October 15, 2018. This program would run for twelve weeks and the new firefighters would be certified and assigned to a shift by the end of January 2019. It is at this time that the estimated overtime cost reductions would begin. An alternative would be to send the new fire recruits to the Academy schedule to start in late February 2019. This would delay the assignment of the four new firefighters by approximately eleven weeks (mid-May).

Recommendation:

Based on the significant positive fiscal impact on the City through the reduction of overtime, it is recommended that the City accept the SAFER grant funds. As pointed out, the City will be required, for the duration of the grant period (3 years) to maintain 67 operational firefighters which would represent four additional firefighters than is currently authorized in the approved FY 2018-2019 Budget. The Fire Chief, City Comptroller and I will be available during the upcoming Monday evening Work Session to review this information and respond to any questions.

APPROVED GRANT AWARD - HIRE FOUR FIREFIGHTERS

Base Salary (assumes 2% retroactive annual salary increases starting in FY 2019/20 and forward)

Holiday Pay

FICA (7.65%)

Retirement (HelJ constant at 2/1/2018 Tier 6 contribution rate of 14.80%)

Health Insurance (Family coverage - assumes annual 5% increases from FY 2017/18 rates)

Total Cost

Federal Grant (75% / 75% / 35%)

Net Cost / (Savings) to City excluding affect to overtime

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>	<u>Year 4</u>
\$	179,196	\$ 210,636	\$ 224,312	\$ 614,144	\$ 238,936
	7,580	8,912	9,492	25,984	10,108
\$	186,776	\$ 219,548	\$ 233,804	\$ 640,128	\$ 249,044
	14,288	16,796	17,888	48,972	19,052
	27,644	32,492	34,604	94,740	36,860
	74,644	78,376	82,296	235,316	86,412
\$	303,352	\$ 347,212	\$ 368,592	\$ 1,019,156	\$ 391,368
	(227,516)	(227,516)	(106,172)	(561,204)	-
\$	75,836	\$ 119,696	\$ 262,420	\$ 457,952	\$ 391,368

Overtime Decrease Assumption:

Overtime Wages Decrease by 7,400 Overtime Hours

Fringe Benefits (FICA 7.65% + Tier 2 Retirement 24.6% = 32.25%)

\$	(318,200)	\$ (365,512)	\$ (372,822)	\$ (1,056,534)	\$ (380,278)
	(102,620)	(117,878)	(120,235)	(340,733)	(122,640)
\$	(420,820)	\$ (483,390)	\$ (493,057)	\$ (1,397,267)	\$ (502,918)
\$	(344,984)	\$ (363,694)	\$ (230,637)	\$ (939,315)	\$ (111,550)

Net Cost / (Savings) to City



CITY OF WATERTOWN, NEW YORK

ROOM 302, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7720

Richard Finn
City Manager

Date: September 28, 2018

To: Mayor Butler and City Council Members

Fr: Richard Finn, City Manager

Re: Cost savings analysis of implementation of the SAFER Grant and a reduction in minimum manning requirements in the Fire Department.

The attached chart was prepared by our City Comptroller based on information provided by our Fire Chief. The chart illustrates the projected cost saving the City would obtain based on the following three scenarios:

1. Estimated savings the City would realize through the reduction of overtime if the City accepted and implemented the SAFER grant (three year period).

The attached chart presents the estimated overtime savings that would be realized by the hiring of four additional firefighters using grant funds for years one, two and three of the program. The chart also presents the same cost information for years four and five and identifies a total five year cost reduction created from the SAFER grant funds.

2. Estimated overtime savings if the City were to implement a reduction in its existing minimum manning requirements (assume legal ability to do so).

Presently, the City maintains 15 firefighters on shift 24/7 (excluding use of sick time – causing manning below 15). The attached chart illustrates the City Staffing cost under the 15 firefighter standard and compares it to the estimated overtime savings if the minimum manning request were reduced to 14 and then 13, respectfully.

3. The third cost scenario in the attached chart illustrates a comparison of the SAFER Grant and the minimum manning reductions when they are implemented concurrently.

The City Comptroller, Fire Chief and I will be prepared to review this chart in detail if the City Council wished to do so during the upcoming Council meeting.

cc: Jim Mills, City Comptroller
Dale Herman, City Fire Chief

Estimated Overtime Hours and Cost for the following scenarios:

	FY 2018-19 Adopted Budget adjusted for annual SAFER grant and minimum manning at 15	FY 2018-19 Adopted Budget adjusted for annual SAFER grant and minimum manning at 14	FY 2018-19 Adopted Budget adjusted for annual SAFER grant and minimum manning at 13		FY 2018-19 Adopted Budget adjusted for no SAFER grant and minimum manning at 15	FY 2018-19 Adopted Budget adjusted for no SAFER grant and minimum manning at 14	FY 2018-19 Adopted Budget adjusted for no SAFER grant and minimum manning at 13	
Battalion Chiefs, Captains and Firefighters Vacation Hours	12,448	7,928	3,772		12,448	8,472	3,696	
Miscellaneous Hours	3,344	3,344	3,344		3,344	3,344	3,344	
Kelly time hours for two platoons	2,880	-	-		2,880	-	-	
Total Overtime Hours	18,672	11,272	7,116		18,672	11,816	7,040	
Estimated Overtime Hourly Rate	\$ 43	\$ 43	\$ 43		\$ 43	\$ 43	\$ 43	
	\$ 802,896	\$ 484,696	\$ 305,988		\$ 802,896	\$ 508,088	\$ 302,720	
Rounding adjustment	\$ 104	\$ 104	\$ 104		\$ 104	\$ 104	\$ 104	
Overtime Estimate	\$ 803,000	\$ 484,800	\$ 306,092		\$ 803,000	\$ 508,192	\$ 302,824	
SAFER grant Overtime savings (Mid-May - June)	\$ (43,000)							
Fiscal Year 2018/19 Overtime Budget	\$ 760,000							
<hr/>								
Net Departmental Operating Costs:								
With SAFER Grant and Minimum Manning at 15		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Subtotal</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Without SAFER Grant and Minimum Manning at 15		\$ 9,037,985	\$ 9,192,438	\$ 9,472,124	\$ 27,702,546	\$ 9,740,663	\$ 9,907,194	\$ 47,350,403
Net (Savings)/Cost		\$ 9,386,742	\$ 9,534,200	\$ 9,684,608	\$ 28,605,550	\$ 9,838,023	\$ 9,994,506	\$ 48,438,079
		\$ (348,758)	\$ (341,762)	\$ (212,484)	\$ (903,004)	\$ (97,360)	\$ (87,312)	\$ (1,087,676)
Net Departmental Operating Costs:								
With SAFER Grant and Minimum Manning at 14		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Subtotal</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Without SAFER Grant and Minimum Manning at 14		\$ 8,778,352	\$ 8,927,613	\$ 9,202,002	\$ 26,907,968	\$ 9,465,139	\$ 9,626,160	\$ 45,999,266
Net (Savings)/Cost		\$ 8,958,435	\$ 9,097,327	\$ 9,238,997	\$ 27,294,759	\$ 9,383,500	\$ 9,530,893	\$ 46,209,152
		\$ (180,083)	\$ (169,714)	\$ (36,995)	\$ (386,791)	\$ 81,639	\$ 95,267	\$ (209,886)
Net Departmental Operating Costs:								
With SAFER Grant and Minimum Manning at 13		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Subtotal</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Without SAFER Grant and Minimum Manning at 13		\$ 8,611,053	\$ 8,756,968	\$ 9,027,944	\$ 26,395,965	\$ 9,287,599	\$ 9,445,070	\$ 45,128,635
Net (Savings)/Cost		\$ 8,660,069	\$ 8,792,994	\$ 8,928,577	\$ 26,381,641	\$ 9,066,872	\$ 9,207,932	\$ 44,656,445
		\$ (49,016)	\$ (36,026)	\$ 99,367	\$ 14,325	\$ 220,728	\$ 237,137	\$ 472,190

Key Assumptions:

Current policy of no overtime for sick time was assumed to be kept in place for all scenarios

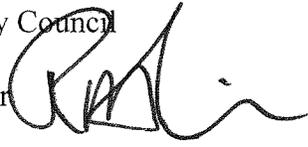
Assumes annual 2% retroactive wage increases for fire union members beginning 7/1/2014

Annual step increases for the SAFER grant hires were included

Utilized Fiscal Year 2018/19 Budgeted health insurance and retirement rates for all years

Res No. 2

September 20, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing Agreement with National Grid to allow Usage of Convenience Outlets for Farm and Craft Market Vendors

The City of Watertown grants authorization each year for the Greater Watertown Chamber of Commerce to host the annual Farm and Craft Market.

The vendors who participate with the Chamber have requested to tie into the National Grid Convenience Outlets for electrical usage. The City has worked with National Grid to develop the attached Agreement for the benefit of the Chamber and their vendors, and ultimately the citizens who patronize the Market. The electrical usage will be paid by the Greater Watertown Chamber of Commerce as part of the annual authorization process each spring, based on the devices listed in Appendix 1.

The City of Watertown will provide National Grid with a letter indicating that the City is self-insured for general liability issues and will agree to defend and indemnify National Grid from against any and all claims for personal injury or property damage arising from the negligence of any of the City's officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

A Resolution is attached for City Council consideration authorizing the Convenience Outlet License Agreement.

RESOLUTION

Page 1 of 1

Authorizing Agreement with National Grid to Allow Usage of Convenience Outlets for Farm and Craft Market Vendors

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 grants authorization each year for the Greater Watertown Chamber of Commerce to use the City’s public right-of-way for the purpose of the Farm and Craft Market, and

WHEREAS the Greater Watertown Chamber of Commerce desires to allow their vendors who participate and pay for space at the annual Farm and Craft Market to gain access to National Grid’s convenience outlets for electrical supply, and

WHEREAS the City of Watertown and National Grid have agreed to allow this electrical usage for the public benefit and in the best interest of its citizens,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the attached Convenience Outlet License Agreement between the City of Watertown and National Grid, a copy of which is attached and made part of this resolution, and

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

Seconded by



June 27, 2018

Via U.S. Mail and E-Mail

Justin Wood, City Engineer
City of Watertown
City Hall
245 Washington Street
Watertown, New York 13601-3380

Re: City of Watertown Convenience Outlets

Dear Mr. Wood:

Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid” or the “Company”) writes to inform the City of Watertown (the “City”) of the procedures and customer responsibilities regarding the use of street light convenience outlets.

As noted in the Company’s correspondence to the City in August 2017, the Company currently provides unmetered energy service to convenience outlets located on some of the street lights used to serve the City. Pursuant to National Grid’s P.S.C. No. 214 – Outdoor Lighting Tariff (the “Lighting Tariff”), the “customer of record,” in this case the City, “is the responsible party for **all** energy related charges used through the outlet(s).”¹ (Emphasis added). The unmetered energy use is then billed under the Company’s P.S.C. No. 220 – Electricity Tariff.

The Company understands that the City and the Greater Watertown-North Country Chamber of Commerce (the “Chamber”) have reached an agreement for certain authorized vendors at the weekly farmers’ market hosted by the Chamber to use the convenience outlets. In order to facilitate that arrangement consistent with the terms of the Lighting Tariff and the Company’s obligation to provide safe and adequate service, the Company **requires** the City to:

- 1) Execute the attached convenience outlet license agreement; and
- 2) Provide a certificate of insurance, showing proof of public liability and property damage coverage, the amount and duration of coverage, and identifying National Grid as an additional insured.

¹ See Lighting Tariff, Leaf 34.

The Company welcomes the opportunity to work with the City and the Chamber and awaits the signed license agreement and certificate of insurance. In the meantime, please feel free to contact me with any questions. I can be reached at (315)785-7226 or by email, gerald.haenlin@nationalgrid.com

Respectfully submitted,

Jerry

Gerald J. Haenlin
Manager, Community & Customer Management

cc: Kylie Peck, GWNC Chamber (email)

Enclosures

CONVENIENCE OUTLET LICENSE AGREEMENT

THIS CONVENIENCE OUTLET LICENSE AGREEMENT (this “Agreement”), effective this ___ day of June 2018 (“Effective Date”), is by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID**, a corporation organized and existing under the laws of the State of New York, having an office at 300 Erie Boulevard West, Syracuse, New York (“Licensor”), and the **CITY OF WATERTOWN**, having its principal office at City Hall, 245 Washington Street, Watertown, New York 13601-3380 (“Licensee”). Licensor and Licensee may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Licensee seeks Licensor’s permission to allow certain duly authorized farmers’ market vendors in the City of Watertown to use convenience outlets located on street lights owned by Licensor and used to serve Licensee; and

WHEREAS, Licensor has agreed to permit Licensee and Licensee’s duly authorized farmer’s market vendor designees to make limited use of the convenience outlets, in accordance with the terms and conditions specified hereafter.

NOW, THEREFORE, the Parties, with the intent to be bound, agree as follows:

1.0. DEFINITIONS

As used in this Agreement:

1.1. “Convenience Outlets” means convenience (festoon) receptacle outlets owned by Licensor, located on lighting facilities or wood poles for the purpose of providing auxiliary, unmetered, 120 volt (“V”) alternating current (“AC”) electric service to Licensee.

1.2 “Devices” means equipment owned by Licensee or Licensee’s authorized designee that has been authorized by Licensor to connect to the Convenience Outlets for purposes of receiving electric service as set forth in a License.

1.3 “License” means a fully executed and effective revocable, non-exclusive, non-transferable, Limited License to Connect Devices to Convenience Outlets in the form of Appendix 1, authorizing Licensee or Licensee’s designee to connect Devices to the Convenience Outlets, signed by Licensee and countersigned by Licensor with an effective date listed.

2.0. GENERAL TERMS

2.1 At the request and consent of Licensee, as the primary customer of Licensor with regard to outdoor lighting facilities in the City of Watertown, and subject to the terms and conditions set forth in this Agreement, Licensor will issue to Licensee, for any lawful purpose, a License authorizing Licensee or Licensee’s designee, as an agent of Licensee, to connect the Devices to the Convenience Outlets for purposes of receiving electric service.

2.2 Licensee and Licensee's designee shall have no right to connect any equipment to the Convenience Outlets until: i) Licensee shall have first submitted to Licensor a Limited License to Connect Devices to Convenience Outlets in the form of Appendix 1, including a list of the equipment Licensee and Licensee's designee proposes to connect to the Convenience Outlets, the contact information for the owner of such equipment, specifications for the equipment, and the duration for which Licensee or Licensee's designee will use such equipment; ii) Licensor has provided a License authorizing Licensee or Licensee's designee to connect the Devices to the Convenience Outlets; and iii) Licensee has provided Licensor the certificate(s) of insurance required by this Agreement.

2.3 The Devices shall be of such material and used in such location, form and manner as to comply with the standard specifications of Licensor. Licensee shall inspect the Devices at reasonable intervals and shall ensure the same are maintained in good order and repair. All of the above actions shall be at Licensee's sole cost and expense.

2.4 Licensor does not make any representation or warranty as to the present or future strength, condition, or state of repair of the Convenience Outlets. Licensee shall by test or observation determine that the Convenience Outlets are safe and being properly used. If the integrity of any Convenience Outlet or any Devices or equipment connected thereto is in question or is marked by Licensor as unsafe, Licensee shall confirm said condition with Licensor and neither Licensee nor Licensee's designees shall use such Convenience Outlet. Licensee shall assume all risk of loss to any person(s) who may be injured or any property that may be damaged as a result of use of the Convenience Outlets.

2.5 Nothing contained herein shall be construed to confer upon or warrant to Licensee or Licensee's designees any rights of property in said Convenience Outlets. Licensor does not guarantee to Licensee or Licensee's designees the right to connect to said Convenience Outlets and maintain such License as it may have the legal right to give, and shall not be liable to Licensee or Licensee's designees in damages for any delay, obstruction or interference, whether by litigation or otherwise, with connecting the Devices to the Convenience Outlets. Licensee shall at the sole cost and expense of Licensee, comply with all laws, ordinances, rules and regulations of the state and municipal authorities and departments relating to or affecting the right of Licensee and Licensee's designees to connect the Devices to the Convenience Outlets. Licensee or Licensee's designee shall, at their respective sole cost and expense, secure and obtain any and all permits, licenses, and consents that may be necessary in connection with use of the Devices.

2.6 No use, however extended, of the Convenience Outlets by Licensee and/or Licensee's designees shall be taken as creating or vesting in Licensee or Licensee's designees any greater right than that herein expressed.

2.7 This Agreement shall continue in effect from the Effective Date until October 20, 2018 (the "Term"), unless either Party gives written notice of termination to the other.

3.0. LICENSEE COVENANTS

Licensee hereby covenants in consideration of the privileges herein granted:

3.1 To pay Licensor the amount of the charge(s) as will be fixed in accordance with Licensor's P.S.C. 220 – Electricity Tariff for unmetered electric service and the specifications set forth on the License, as such charges will be reflected on a one-time bill that Licensor will issue to Licensee upon completion of the Term of this Agreement.

3.2 To authorize use of the Convenience Outlets only by farmers' market vendor designees for the purposes of temporarily operating the Devices in connection with the farmers' market.

4.0. FEES

4.1 No equipment will be permitted to connect to the Convenience Outlets if, in Licensor's sole determination, such equipment would require any rearrangements or changes to the Convenience Outlets to accommodate connecting the equipment.

4.2 If any equipment shall be found connected to a Convenience Outlet for which no License has been granted pursuant to this Agreement, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may: (i) impose a fee; (ii) require Licensee or Licensee's designee to disconnect such equipment; or (iii) require Licensee to make an application for a License to connect such equipment pursuant to this Agreement. For the purpose of determining the fee, absent evidence satisfactory to Licensor to the contrary, the unlicensed use shall be treated as having existed for a period beginning on the date of this Agreement. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use.

4.3 Payment for all reimbursable fees shall be received by Licensor within thirty (30) days of date of invoice. Late fees of 1.5 percent per month will be applied to all outstanding balances in excess of thirty (30) days. Failure to pay all reimbursable fees and late fees on the specified date may, in the sole determination of Licensor, be deemed a material default by Licensee under this Agreement.

4.4 Upon payment of any fees, submittal of the required insurance certificate, issuance of the License, and full compliance with the terms and conditions detailed herein, Licensor will permit Licensee and Licensee's designees to connect the Devices to the Convenience Outlets.

5.0. LIABILITY

In consideration of the privileges granted herein, Licensee shall defend, protect, indemnify, and save harmless Licensor from and against any and all loss resulting from injury (including injuries to the employees or damage to the property of Licensor arising out of, resulting from, or in any manner caused by the presence, use of maintenance of said Devices to

the Convenience Outlets, or by the acts or omissions of Licensee's agents, employees, or designees while engaged in the work of connecting, placing, maintaining, or renewing said Devices to the Convenience Outlets, or of removing them therefrom; and such loss shall include all costs, charges, expenses, and attorneys' fees reasonably incurred in connection with such injury or damage and, also, any payments made by Licensor to its injured employees or to their relatives or representatives in conformity with the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to any employee by accident in the course of employment, whether based on negligence on the part of its injured employees by virtue of any collective bargaining agreement or employee's benefit plan.

6.0. INSURANCE

6.1 Prior to any use of the Convenience Outlets, and during the entire term of this Agreement and any amendments thereto, Licensee and Licensee's designees, as required by Licensee, must procure and maintain insurance in the kinds and amounts listed below:

Commercial General Liability ("CGL") Insurance, covering all operations to be performed by or on behalf of Licensee under or in connection with this Agreement, with minimum limits of:

Combined Single Limit: \$1,000,000 per occurrence

General Aggregate &
Product Aggregate: \$2,000,000 each

6.2 Coverage shall include: contractual liability (with this Agreement being included under the definition of "Insured Contract" thereunder), public liability insuring for the injuries to person (including death of anytime resulting therefrom) and damage to property, resulting or arising from or connected with Licensee's or Licensee's designees' operations under this Agreement. This policy shall contain a separation of insureds condition. The retroactive date shall not precede the Effective Date and coverage shall be maintained continuously for the duration of this Agreement and for at least two years after completion of the Term.

6.3 Licensee shall include Licensor as an additional insured on Licensee's required liability insurance policies with respect to the activities governed by this Agreement. Licensor shall be identified as an additional insured as follows: "Niagara Mohawk Power Corporation d/b/a National Grid."

6.4 Neither Licensee nor any of Licensee's designees shall connect any Devices to the Convenience Outlets until Licensor has been furnished with a completed certificate(s) of insurance showing that Licensee, and, if applicable, such of Licensee's designees has complied with this Insurance Article. Licensee shall provide at least thirty (30) days' prior written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced. Such certificate of insurance, and any renewals or extensions thereof, shall outline the coverages and limits required, including the amount of deductibles or self-insured retentions which shall be for the account of Licensee, and shall be sent to the following address:

Niagara Mohawk Power Corporation
Attn.: Risk Management, Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

6.5 If any insurance coverage is not secured, maintained or is cancelled before final payment by Licensee to Licensor and Licensee fails immediately to procure other insurance as specified, Licensor reserves the right to procure such insurance and to add the cost thereof to any sum due Licensor under this Agreement.

6.6 Nothing contained in these insurance requirements is to be construed as limiting the extent of any of the Party's responsibility for payment of damages resulting from Licensee's or Licensee's designees' use of the property or limiting, diminishing or waiving any of the Party's obligation to indemnify, defend and save harmless the other as set forth in this Agreement.

6.7 It is the intent of the Parties that the liability insurance placed in accordance with the provisions of this Section shall be primary insurance and shall protect Licensor and Licensee from losses arising from the performance of this Agreement.

6.8 Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in this Section. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in this Section):

6.8.1 Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

6.8.2 Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and

6.8.3 Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

7.0. ASSIGNMENTS AND TRANSFERS

Licensee shall not assign this Agreement or any rights in or under the same without the written consent of Licensor first obtained. Any assignment, transfer, or subletting of this Agreement or any licenses by Licensee shall be null and void, unless written approval or consent has been granted by Licensor. Subject to the foregoing, however, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.

8.0. AMENDMENTS AND MERGER

This Agreement supersedes all previous agreements between the Parties for use of the Convenience Outlets by Licensee or Licensee’s designees and constitutes the entire agreement between the Parties. This Agreement may not be modified or amended nor may any obligation of either Party be changed or discharged except in writing signed by the duly authorized representative of the Party to be charged.

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

**NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID
(Licensor)**

By:(signature) _____
Name: Richard M. Finn
Title: City Manager
Date: _____

**THE CITY OF WATERTOWN
(Licensee)**

By: (signature) _____
Name: _____
Title: _____
Date: _____

Appendix 1
Limited License to Connect Devices to Convenience Outlets

Device Description/Specifications	Authorized Designee's Contact Information	Convenience Outlet Location	Duration of Use
Chest freezer Two small refrigerators Crock pot 3 amps (estimated)	Johnny D's Dave Bartlett 1 Public Square, Suite 11 Watertown, NY 13601 315-782-6108	29	5 hours
2 cash registers Stereo	Bushgardens Chris/Loren Bush 10371 NYS Rte 26 Carthage, NY 13619 315-783-8642	27	9 hours
Phone charger Handheld printing device	GWNC Chamber of Commerce 1241 Coffeen Street Watertown, NY 13601 315-788-4400	25	3 hours
Small ice chest	Main St Baking Co. Debra Daily 158 Main St Black River, NY 13612 315-783-3892	23	9 hours
Ice cream cart	Simply Sweets Mark Welsler 447 Flower Ave East Watertown, NY 13601 585-402-2290	Sterling Street	6 hours
Amplifier(s) Includes microphone(s), instruments depending on musician/week	Weekly Musician GWNC Chamber of Commerce 1241 Coffeen Street Watertown, NY 13601 315-788-4400	City Hall Electric Box	2.5 hours
Chest freezer Two small refrigerators 3 amps (estimated)	Lamont's Food Fair Douglas Lamont 7232 N Chases Lake Rd Glenfield, NY 13343 315-775-3094	City Hall Electric Box	9 hours
Electric tea kettle	Tug Hill Artisan Roasters Scott Gilbert 8634 Artz Rd Castorland, NY 13620 315-308-0867	19	9 hours

Box Fan	C&J Old Fashioned Kettle Corn Jerry Sherman 17774 Old Rices Rd. Watertown, NY 13601 315-783-1447	17	9 hours
Deep fryer Cash register	Fabulous Funnel Cakes Roni Timmerman 26413 Alverson Rd Evans Mills, NY 13637 315-955-8212	11	9 hours
Cash register Laptop computer	Coyote Moon Vineyards Lori Randazzo 17371 County Rte 3 Clayton, NY 13624 315-686-5600	11	9 hours
Small refrigerator Table top fan	Simmons Farm Shari Simmons 10188 State Rte 12 Copenhagen, NY 13626 315-688-4470	11	9 hours

Licensee (Signature) _____ Date _____

Name _____

Title _____

Licensors (Signature) _____ Date _____

Name _____

Title _____

Effective Date of License _____

Presenting sponsor

Waterdown Savings Bank

BEST WESTERN HOTEL

WATERTOWN DAILY TIMES

29 27 25 23 21 19 17 16 13 11 7

WASHINGTON

WATERTOWN

truck 56-81

62-75

95-92

91-78

74-74

1-10

53-57

58-62

59-63

STATE OFFICE BUILDING

WIC

City Hall Box

FLOWER MEMORIAL LIBRARY

CITY HALL

Farm & Craft Market

EST 1977

LEGEND



Music



Restrooms



Nurturing Station



Shuttle stop

www.watertownfarmandcraft.com

GREATER WATERTOWN - NORTH COUNTRY CHAMBER OF COMMERCE

OPEN WEDNESDAYS 6:30 AM - 3:00 PM



Res No. 3

September 25, 2018

To: Richard M. Finn, City Manager
From: Jennifer Voss, Senior Planner 
Subject: Approving CDBG Grant Agreement with United Way of Northern New York

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on August 20, 2018 included \$5,500 to pay for food and associated supplies in support of the Food 4 Families program in the Watertown City School District. The food will be made available to low and moderate income families with children attending schools within the district.

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

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

Action: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving CDBG Grant Agreement
with United Way of Northern New York

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 of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2018 includes the support of the Food 4 Families program in the Watertown City School District, and

WHEREAS the Action Plan identifies the Food 4 Families activity to be \$5,500 in funding for food and associated supplies, and

WHEREAS the recipient of funds for the Food 4 Families program will be United Way of Northern New, and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to execute the Grant Agreement on behalf of the City Council.

Seconded by

GRANT AGREEMENT

This Grant Agreement ("**Grant Agreement**") is made this ____ day of _____, 2018, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "**Grantor**"), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "**Grantee**").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-18-MC-36-0121 dated August 7, 2018.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Five Thousand Five Hundred Dollars and 00/100 (\$5,500.00) Dollars (hereinafter referred to as the "**Grant Funds**") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies ("**Grant Purposes**") incurred by the Grantee in support of the Watertown City School District Food 4 Families program (the "**Project**").

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

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

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

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

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

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

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

[Signature Page Follows]

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

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

By: Robert Gorman
Its: President

CITY OF WATERTOWN

By: Richard M. Finn
Its: City Manager

September 25, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager



Subject: Bid for ParaTransit Bus Service

The City Purchasing Department advertised in the *Watertown Daily Times* calling for proposals to provide ParaTransit services in the City of Watertown for the contract period commencing October 1, 2018 through June 30, 2021 with two one-year option extensions, per our specifications.

Information packets were also issued to eleven (11) prospective bidders with one (1) proposal being received that was publicly opened and read in the Purchasing Department on Wednesday, September 19, 2018 at 11:00 a.m.

As stated in the attached report of Purchasing Manager Robert Cleaver, two pricing formats were requested. First was for a lump sum for each fiscal year specified, and the second was for an annual base rate plus a per passenger fee.

The sole bid received was from Guilfoyle Ambulance Service Inc., who has been operating the ParaTransit service without a contract since July 2016. Based on the input from Mr. Cleaver, the City has three options at this time:

1. Reject Guilfoyle's proposal in its entirety and re-solicit proposals
2. Accept Guilfoyle's proposal in its entirety, or
3. Award a contract for the remainder of this fiscal year and rebid the project in the spring.

As stated in the attached report of Superintendent of Public Works Patrick Keenan, along with the report from the Purchasing Manager, it is recommended to accept Guilfoyle's proposal for the remainder of this fiscal year in the amount of \$157,500 on a lump sum format and re-solicit proposals in the spring. This recommendation is based on the following factors:

1. The sole bid that was received represented a significant increase over what the City has been paying for this service to complete the current fiscal year. The City's cost would increase by \$62,742 for the remaining none months of this fiscal year; the second and third year of the proposed contract would increase \$120,606 for each of those respective years. This would represent an increase of \$131,106 and \$142,137 for the following two years.

2. The City is participating in the Watertown Jefferson County Area Transportation Council and will be receiving the completed Transit Study in January of 2019, which will set forth proposals for the future of transit operations within the region. Any changes to the regional transportation organization will require consideration for ParaTransit services.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for ParaTransit Bus Service

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 calling for proposals to provide ParaTransit services in the City of Watertown for the contract period commencing October 1 2018 through June 30, 2021, as per City specifications, and

WHEREAS bid invitations were also issued to eleven (11) prospective bidders with one (1) sealed bid submitted to the Purchasing Department, and

WHEREAS on Wednesday, September 19, 2018, at 11:00 a.m., the bid received was publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bid received and it is his recommendation that the City Council accept the bid submitted by Guilfoyle Ambulance Service Inc. in the amount of \$157,500 on a lump sum format for the remaining fiscal year as the lowest qualifying bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Guilfoyle Ambulance Service Inc. in the amount of \$157,500 on a lump sum format for the remaining fiscal year 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 Guilfoyle Ambulance Service Inc.

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

September 24, 2018

To; Richard Finn
From: Robert J. Cleaver
Subject: ParaTransit Proposal
RFP # 2018-01

The City's Purchasing Department advertised in the Watertown Daily Times on Monday August 27, 2018 calling for proposals to provide ParaTransit services in the City of Watertown, for the contract period commencing October 1, 2018 through June30, 2021 with 2 one year optional extensions that would expire on June 30, 2023 per our specifications. Two pricing formats were requested. First format was for a lump sum for each fiscal year specified and the second was for an annual base rate plus a per passenger fee.

Information packets were issued to 11 prospective bidders with one proposal submitted to the Purchasing Department where it was publicly opened and read on Wednesday, September 19, 2018 at 11:00 a.m. local time.

The sole proposal was submitted by Guilfoyle Ambulance Service Inc, Watertown, N.Y.. They quoted \$157,500 for the remainder of the 2018-2019 fiscal year commencing October 1, 2018 and \$210,000 per each fiscal year for 2019 -2020 and 2020 -2021 with an annual increase not to exceed 5% for optional years 4 & 5 if the City elects to extend the contract. Their second price option quoted was for an annual base rate of \$186,388 plus \$3 per passenger. Based on the 2017 -2018 annual ridership totals, tallied by Citi Bus, there were 7,865 total passengers. Provided the ridership remained the same, total annual cost to the City, would amount to \$209,983.00 for a full fiscal year.

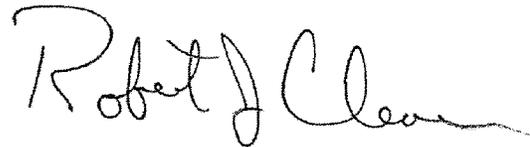
Currently the City's ParaTransit service has been operating without a contract since July 2016. The contract the City had with Guilfoyle was issued in 2012 for a two year contract period with three (3) one year contract extensions that would have expired in June of 2017. The second of three renewals was awarded on July 20, 2015 for the fiscal year 2015 -2016. The third annual renewal was never executed in 2016 thus Guilfoyle has been providing services to the City without a contract at the same rate as they had quoted for the 2015-2016 contract extension in the amount of \$89,393.98 per Council Resolution #7 dated July 20, 2015.

Interest in this program reached out to agencies as far away as Indianapolis, IN, Cincinnati, OH, Kirkman, IA, St Louis Mo, Syracuse and Buffalo, N.Y. . Inquiries have been sent to all interested parties to ascertain as to why they did not submit a proposal and as of this date one response has been

received and that was from Cleveland Transport Services. They did not respond to our invitation for they felt that Guilfoyle had a lock on this service. They stated that in 2012 their bid was lower than that of Guilfoyle's proposal and they were not awarded the contract. After reading the recommendation for award in 2012 I explained to them that their proposal was disqualified as a result of their failure to submit the required documentation. They explained that there was confusion on their part and if the City was to rebid this project they would participate.

In making a decision regarding an award the City has three options to consider and they are: (1) reject Guilfoyle's proposal in its entirety and re-solicit proposals, 2) accept Guilfoyle's proposal in its entirety or 3) award a contract for the remainder of this fiscal year and rebid the project in the Spring.

It is my recommendation that we accept Guilfoyle's proposal for the remainder of this fiscal year and re-solicit proposals in the Spring.

A handwritten signature in black ink that reads "Robert J. Cleaver". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

Robert J. Cleaver
Interim Purchasing Manager

cc Patrick Keenan, Public Work Superintendent
Doreen Dougherty, Transit Supervisor
Jim Mills, Comptroller
file

attach: ParaTransit Quarterly Report
Resolutioin #7 2015



GUILFOYLE AMBULANCE
SERVICE, INCORPORATED

P.O. BOX 88
438 NEWELL ST.
WATERTOWN, NY 13601
(315)788-4140 EMERGENCY
OFFICE (315)788-8105
OR 1-800-722-0424
(315)785-9112 FAX

EMERGENCY AMBULANCE – INVALID COACH
COUNTY WIDE PARAMEDIC / ALS INTERCEPT
EMERGENCY MEDICAL DISPATCH – EMS SUPPLY OUTLET HEALTHCARE TRANSPORTATION SINCE 1907
September 19, 2018

Robert Cleaver, Purchasing Manager
City of Watertown Purchasing Department
245 Washington St, Suite 205
Watertown, NY 13601

Mr. Cleaver,

At your request, here is the requested figure for remaining FY 2018-2019. This is for October 1, 2018 to June 30, 2019. Our figure for the remaining year is One-Hundred Fifty Seven Thousand Dollars (\$157,000.00) to be paid in nine (9) monthly installments of Seventeen Thousand, Five Hundred Dollars (\$17,500.00).

As for the remaining full years of July 1, 2019-June 30, 2020 and July 1, 2020-June 30, 2021 is Two Hundred Ten Thousand Dollars (\$210,000.00) annually.

Should you have any further questions, please do not hesitate to contact me at (315) 788-8105 ext. 232 or by email at bwright@guilfoyleems.com.

Respectfully Yours,

Bruce G. Wright, Paramedic
President/CEO

OUR MISSION STATEMENT

CARING PROFESSIONALS GIVING QUALITY CARE BY COMFORTING, REASSURING AND SERVING THE
PEOPLE OF THE COMMUNITY AND ENDEAVORING TO REMAIN A LEADER IN EMS

Citibus Paratransit Quarterly Report - Fiscal Year 2017-2018

PASSENGERS	RIDERS	RECEIPTS	AIDE	NON-CHARGEABLE	REVENUE	NO SHOW	Total by Mo D.H.&R.M.	REVENUE HOURS	REVENUE SPEED
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FIRST QUARTER

July	618	12	\$1,893.00	73	605	2109.9	25	2715.2	220.39	239.74
August	662	7	\$2,024.31	66	749	2292.3	19	3041.7	243.82	252.57
September	641	8	\$1,954.00	72	704	1998.9	16	2702.5	219.22	226.69
Total	1921	27	\$5,871.31	211	2058	6401.1	60	8459.4	683.43	719

SECOND QUARTER

October	672	9	\$2,058.25	71	626	2254.0	20	2,879.60	246.92	239.30
November	614	11	\$1,882.00	68	500	2044.6	24	2,545.00	240.58	209.66
December	613	5	\$1,852.00	80	543	2092.3	24	2,635.40	245.18	246.37
Total	1899	25	\$ 5,792.25	219	1669	6390.9	68	8060	732.68	695.33

THIRD QUARTER

January	695	2	1,911.25	57	542	2086.2	20	2,628.10	250.05	219.33
February	593	12	1,824.75	52	505	1825	6	2,330.50	214.73	208.50
March	716	15	2,151.00	45	572	2340	20	2,912.20	273.73	235.48
Total	1944	29	\$ 5,887.00	154	1619	6251.2	46	7870.8	738.51	663.31

FOURTH QUARTER

April	610	15	\$1,874.00	58	496	2072.8	23	2,569.10	219.36	240.09
May	723	7	\$2,207.85	59	550	2446.5	16	2,996.20	266.58	241.30
June	651	14	\$1,979.05	63	608	2117.7	27	2,725.20	236.60	225.63
Total	1984	36	6060.9	180	1653	6637	66	8290.5	722.54	707.02

YEARLY TOTALS	7748	117	\$ 23,611.46	764	6999	25680.2	240	32680.7	2877.16	2784.66
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Applications Mailed 66 Approved 69 Denied 5 Total # of Clients

Memo

To: Richard Finn, City Manager
From: Patrick Keenan, Superintendent of Public Works
Date: 9/27/2018
Re: Para Transit Bus Service Bid

In accordance with Federal regulations, as a public entity that operates a fixed route transit system receiving Federal funding, the City of Watertown is required to provide a complimentary para transit or other special service to individuals with disabilities. Such service must be comparable to the level of service provided to individuals without disabilities who use the fixed route system.

The City of Watertown contracts its para transit services to an outside agency through a competitive bidding process. Under this arrangement, the City purchases and maintains the para transit fleet. The contractor, currently Guilfoyle Ambulance Service Inc., is responsible for providing certified drivers, route scheduling and all administrative functions related to the service as detailed in the bid documents.

Guilfoyle Ambulance Service Inc. has provided this service for the City since 2000 and has been working on an expired contract dating back to July of 2016 (2 years, 3 months). The contract lapsed due to issues related to the reclassification of Watertown from a Rural to Urbanized area based on 2010 census data and the resultant shift from the State administered Section 5311 funding program to FTA section 5307.

As noted in the attached memo from the City Purchasing Manager, the City opened bids for the para transit bus service on September 19, 2018. The City only received one bid from our current service provider, Guilfoyle Ambulance Service Inc. The following bid was received:

Guilfoyle Ambulance Service Inc. quoted \$157,500 for the remainder of the 2018-2019 fiscal year commencing October 1, 2018 and \$210,000 per each fiscal year for 2019-2020 and 2020-2021 with an annual increase not to exceed 5% for optional years 4 and 5 if the City elects to extend the contract. Their second price option quoted was for an annual base rate of \$186,388 plus \$3 per passenger. Based on the 2017-2018 annual ridership totals, tallied by CitiBus, there were 7,865 total passengers. Provided the ridership remained the same, total annual cost to the City would amount to \$209,983 for a full fiscal year.

The chart below summarizes the cost per trip the City was paying as well as the cost per trip based on the proposed contract. As a small urbanized area (SUZA), operating costs for Para Transit services are funded at the 50% level. All vehicle acquisition costs are funded at an 80% level.

City F/Y	Para Transit Passengers	Contracted Services Cost	Vehicle Operating Costs	Cost/ Trip	City Cost after Reimbursement
2017-18	7865 Actual	\$91,389.45	\$28,610 Act	\$15.26	\$60,000
2018-19	7900 Estimate	\$186,666	\$28,610 Est	\$27.25	\$107,638
2019-20	7900 Estimate	\$210,000	\$21,000* Est	\$29.24	\$115,500

- Operating cost will decline as new Para Transit vehicles come on line.

As noted in the table above, the proposed contract shows a marked increase in the per trip cost, however, research of industry studies finds a national average para transit trip cost to be in the \$29.00 range which puts the proposed contract more in line with industry numbers.

The Watertown Jefferson County Area Transportation Council will be receiving the completed Transit Study in January of 2019 which will set forth proposals for the future of transit operations within the region. Any changes to the regional transportation organization will require consideration for para transit services.

Based on the above information, it is recommended that we proceed as outlined by the Purchasing Manager and award the contract to the sole bidder, Guilfoyle Ambulance Service Inc. However, the contract would run for 9 months and terminate on June 30, 2019. The total cost for the shorter contract period would be \$157,500 which represents an increase of \$62,742 above our 2018/19 budgeted amount.

Res No. 5

September 26, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Bid for Demolition of the Thompson Park Pool and Filtration Plant

The City Purchasing Department advertised in the *Watertown Daily Times* calling for proposals for the demolition of the Thompson Park Pool and Filtration Plant, per our specifications.

Bid plans were also issued to fifteen (15) prospective bidders with another 15 agencies viewing the plans via NNY Builders Exchange website. Two (2) bids were received and publicly opened and read in the Purchasing Department on Tuesday, September 25, 2018 at 9:30 a.m.

As stated in the attached report of Purchasing Manager Robert Cleaver, he reviewed the submittals with City Engineering staff Fred Damon and Sean O'Connor, as well as with C&S Consulting Engineer Matt Malley. After also conferring with City Engineer Justin Wood via phone, it is their recommendation to accept the bid from D.E.W. Builders Inc. as the lowest qualifying bid in the amount of \$99,873. The other bid received is included in Mr. Cleaver's report.

Funding for this project was included in the Bond Ordinance in the amount of \$2,400,000 approved at the January 2, 2018 City Council Meeting.

A Resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for Demolition of the
Thompson Park Pool and Filtration Plant

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 calling for proposals for the demolition of the Thompson Park Pool and Filtration Plant, as per City specifications, and

WHEREAS bid invitations were also issued to fifteen (15) prospective bidders, as well as posted on the NNY Builders Exchange website, with two (2) sealed bid submitted to the Purchasing Department, and

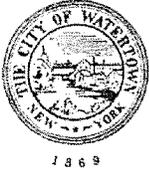
WHEREAS on Tuesday, September 25, 2018, at 9:30 a.m., the bids received were publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bids received with City Engineering staff Fred Damon and Sean O'Connor, as well as with C&S Consulting Engineer Matt Malley and conferred with City Engineer Justin Wood via phone, and it is their recommendation that the City Council accept the bid submitted by D.E.W. Builders Inc. in the amount of \$99,873 as the lowest qualifying bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of D.E.W. Builders Inc. in the amount of \$99,873 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 D.E.W. Builders Inc.

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

September 25, 2018

To : Richard Finn
From: Robert J. Cleaver
Subject: Thompson Park Pool & Filtration Demolition Bid
Project # 2018-25

The City's Purchasing Department advertised in the Watertown Daily Times on Saturday, September 8, 2018 calling for sealed bids for the demolition of the Thompson Park Pool and Filtration Plant, per our specifications.

Bid plans were issued to 15 prospective bidders with another 15 agencies viewing the plans via NNY Builders Exchange web site. Two bids were submitted to the Purchasing Department where they were publicly opened and read on Tuesday, September 25 at 9:30 am local time. Those two submittals are as follows:

D.E.W. Builders Inc. 14398 US Rt 11 P.O. box 200 Adams Center, N.Y. 13606	\$ 99,873.00
Independent Commercial Contractors Inc. 27004 Loomis Road Lorraine, N.Y. 13659-3126	\$115,100.00

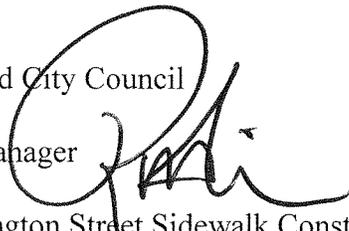
I have reviewed the submittals with City Engineering staff Mr. Fred Damon, and Mr. Sean O'Connor as well as with C & S Consulting Engineer Mr. Matt Malley and after conferring with City Engineer, Mr. Justin Wood, P.E., per phone conversation, it is my recommendation that we accept the bid from D.E.W. Builders Inc., Adams Center, N.Y who submitted the lowest qualifying bid of \$99,873.00. Funding for this project is provided through Bond Ordinance #1, dated January 2, 2018.

Robert J. Cleaver
Interim Purchasing Manager

cc: Justin Wood, P.E., City Engineer
Jim Mills, Comptroller
Fred Damon, C.E.1
Erin Gardner, Parks & Recreation Superintendent
Resolution No. 9, 1/2/2018
Bond Ordinance No. 1, 1/2/2018
file

Res No. 6

September 26, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Rejecting Bids for Huntington Street Sidewalk Construction

The City Purchasing Department has advertised and received sealed bids for the construction of sidewalks between the 700 and 1000 blocks of Huntington Street per City specifications.

Notifications of this bid were also issued to thirty-one (31) prospective bidders, as well as the NNY Builders Exchange, with two (2) bids received and publicly opened and read in the City Purchasing Department on Tuesday, September 25, 2018, at 10:00 a.m.

City Purchasing Manager Robert Cleaver reviewed the bids received with City Engineer Justin Wood, City Engineering staff, and Planning and Community Development Director Michael Lumbis, and it is their recommendation that the City Council reject the bids received. As noted in the attached report of Mr. Cleaver, in addition to being over the estimate, one submittal failed to include pricing for all items on the bid sheets which resulted in the bid being ruled as incomplete. Staff is recommending a rebid of the project in late February or early March of 2019.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Rejecting Bids for Huntington Street Sidewalk Construction

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 Purchasing Department has advertised and received sealed bids for construction of sidewalks between the 700 and 1000 blocks of Huntington Street per City specifications, and

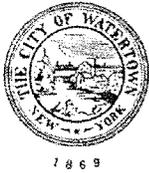
WHEREAS invitations to bid were also issued to thirty-one (31) prospective firms, as well as the NNY Builders Exchange, with two (2) bids received and publicly opened and read in the City Purchasing Department on Tuesday, September 25, 2018, at 10:00 a.m., and

WHEREAS City Purchasing Manager Robert Cleaver reviewed the bids received with City Engineer Justin Wood, City Engineering staff, and Planning and Community Development Director Michael Lumbis, and it is their recommendation that the City Council reject the bids received, and

WHEREAS the project will be rebid in late February or early March of 2019 at which time we expect to receive more competitively priced bids,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby rejects the bids received for construction of sidewalks between the 700 and 1000 blocks of Huntington Street.

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

September 25, 2018

To: Richard Finn
From; Robert J. Cleaver
Subject: Huntington Street Sidewalk Construction Bid
Project # 2018-26

The City's Purchasing Department advertised in the Watertown Daily Times on Friday, September 14, 2018 calling for sealed bids for the construction of sidewalks between the 700 – 1000 blocks of Huntington Street per City's specifications. Notifications of this bid were issued to 31 prospective bidders as well as The Northern New York Builders Exchange and they had 21 various agencies review our project through their web site.

On Tuesday, September 25, 2018 two bids were received in the Purchasing Department where they were publicly opened and read at 10:00 am local time. Results of those bids are as follows:

B & T Construction & Masonry Inc. 21912 Birch Lane Watertown, N.Y. 13601	\$249,486.00
Black Horse Group. 800 Starbuck Ave Watertown, N.Y. 13601	\$356,164.95

The two bids submitted are over the Engineering estimate of \$200,000.00. In addition to being over the estimate the submittal by B & T Construction & Masonry Inc. failed to include pricing for items 1,2,& 3 on the bid sheets and therefore ruled incomplete and thus disqualified. Blackhorse bid was complete but well over the project estimate by 78%.

I have reviewed the two submittals with City Engineer Justin Wood, P.E, City Engineering staff and City Planner, Mr. Michael Lumbis. It is my recommendation, based on those conversations, that we reject all bids and rebid this project in late February or early March of 2019 at which time we expect to receive more competitive priced bids. It is my opinion that the lateness in the year for this project was a major factor for the poor turnout.

Robert J. Cleaver
Interim Purchasing Manager

cc: Justin Wood, P.E., City Engineer
Michael Lumbis, City Planner
Jim Mills, Comptroller
Tom Maurer, C.E. !

Public Hearing – 7:30 p.m.

September 25, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning & Community Development Director
Subject: Request for a Special Use Permit Request to Allow an Automobile Sales Lot at 1543 State Street, Parcel Number 5-14-103.000.

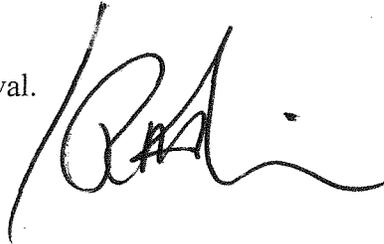
Anthony M. Heaney has submitted a Special Use Permit request to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000. The City Council has scheduled a public hearing on the request for 7:30 p.m. on Monday, October 1, 2018.

The Planning Board reviewed the request at its September 4, 2018 meeting and adopted a motion recommending that City Council approve the request with the condition listed in the resolution which limits the maximum number and location of vehicles for sale on the site.

Attached is a copy of the Special Use Permit application, the report on the request prepared for the Planning Board and a copy of the Planning Board meeting minutes.

After the Public Hearing, the City Council must respond to the questions in Part II, and Part III if necessary, of the Short Environmental Assessment Form before it may vote on the Resolution. The Resolution finds that the automobile sales lot will not have a significant effect on the environment and approves the Special Use Permit with the condition listed in the Resolution.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'RM Finn', written over the 'Action' line.

RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by Anthony M. Heaney to Allow an Automobile Sales Lot at 1543 State Street, Parcel Number 5-14-103.000

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 Anthony M. Heaney, has made an application for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on September 4, 2018, and voted to recommend that the City Council of the City of Watertown approve the Special Use Permit with the following condition:

1. The applicant may display a maximum of eight vehicles for sale on the site at any time with no more than two of said vehicles directly in front of the building.

and

WHEREAS a public hearing was held on the proposed Special Use Permit on October 1, 2018, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow an automobile sales lot at 1543 State Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Anthony M. Heaney, to allow an automobile sales lot in a Neighborhood Business District located at 1543 State Street, Parcel Number 5-14-103.000, contingent upon the applicant meeting the condition listed above.

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



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601
Office: (315) 785-7740 - Fax: (315) 785-7829

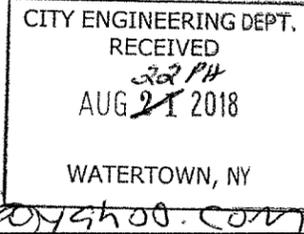
Special Use Permit Application

APPLICANT INFORMATION

Name: Anthony M. Heaney

Mailing Address: PO Box 6438 Watertown NY 13601

Phone Number: 315 778 6540 Email: theaney15@yahoo.com



PROPERTY INFORMATION

Property Address:

Tax Parcel Number(s):

Property Owner (if not applicant):

If applicant is not owner or owner's representative, indicate interest in the property:

- Signed Purchase Agreement (attach) Signed Lease (attach) None yet

Zoning District:

Land Use:

Required Attachments:

- 8.5x11 parcel map with property outlined with heavy black ink
- Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use:

Explain proposal (use additional 8.5x11 sheets if necessary):

Wish to obtain Special Use Permit to allow for Automobile Sales LOT LOCATED AT 1543 STATE ST. WATERTOWN NY 13601.

I certify that the information provided in this application is true to the best of my knowledge.

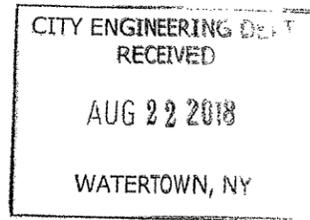
Signature:

December 1, 2015

Date:

8/20/2018

SPECIAL USE PERMIT APPLICATION INSTRUCTIONS



What to submit –

- 16 copies of the “Special Use Permit Application” form, completed to the best of your knowledge
- 16 copies of the required attachments, listed in the “Property Information” section of above form
- \$100.00 non-refundable check, payable to the City of Watertown, New York
- PDF of the application and attachments, if possible

Where to submit – Special Use Permit applications shall be submitted to the City Engineer, 245 Washington Street, Watertown, NY 13601, at least 14 calendar days prior to the next Planning Board meeting (21 days if county review is required—see below).

What it is – A Special Use Permit is a special authorization by City Council to allow a particular land use in a zoning district that would otherwise prohibit said use. Acceptable special uses are listed in the Zoning Code under each district description. The purpose of the SUP process is to ensure that the proposed use will not adversely affect the neighborhood.

What the process is – The procedure for Special Use Permits follows section 27-b of the New York General City Law, the City Zoning Ordinance, 6 NYCRR Part 617 (SEQR), and New York General Municipal Law Section 239. Special Use Permits are subject to approval by the City Council after a recommendation from the Planning Board.

Public hearing required – A public hearing will be held by the City Council within 62 days of the receipt of an application.

Posting of notice on property – The applicant shall post a sign provided by the Planning Office on the premises of the proposed permit for a period of at least 2 weeks prior to the public hearing. The applicant shall submit an affidavit to the Council stating they this requirement has been met.

Decision deadline – The City Council will render a decision regarding approval of the application within 62 days of the public hearing. The deadline may be extended by mutual consent. The decision of the City Council shall be filed with the City Clerk within five days of rendering, and a copy will be mailed to the applicant.

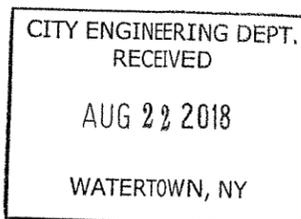
SEQRA – The City Council will comply with the provisions of the State Environment Quality Review Act under Article 8 of the Environmental Conservation Law and the regulations contained therein.

County Planning Board Review – Those applications within the jurisdiction of General Municipal Law § 239 will be referred to the Jefferson County Planning Board for review. A recommendation from that Board is required before the Council may take action. To ascertain whether or not your property falls within this jurisdiction, visit the Planning or Engineering offices at City Hall, or phone (315) 785-7730.

Conditions – The Council may impose reasonable conditions and restrictions that are directly related to the proposed Special Use. Such conditions must be met in connection with the issuance of any permits by the City Engineer, City Code Enforcement Bureau, or other City officer.

Expiration – A Special Use Permit shall expire one year from the date it was granted if the involved property has not been used for the approved special use. A Special Use Permit will also expire immediately upon the cessation of the approved special use. The Council may impose more stringent expiry conditions at their discretion.

**Short Environmental Assessment Form
Part 1 - Project Information**



Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: ANTHONY M. HEANEY Priceless Auto			
Project Location (describe, and attach a location map): 1543 STATE ST. WATERTOWN NY 13601			
Brief Description of Proposed Action: Need SPECIAL USE Permit to open Small Automotive Dealership to current Address. NO SHOP WORK OR REPAIRS JUST STRICTLY SALES AND DETAILING. STORE WILL CONSIST OF APPROX 5-6 VEHICLE IN INVENTORY AT ALL TIMES			
Name of Applicant or Sponsor: Anthony M. Heaney		Telephone: 315 778-6540	
Address: PO Box 6434		E-Mail: thaney75@yahoo.com	
City/PO: Watertown NY	State: NY	Zip Code: 13601	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		160 acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A 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 checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		

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)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Arthur M. Henry</u>	Date: <u>8/29/18</u>	
Signature: _____		

CITY ENGINEERING DEPT.
RECEIVED
AUG 22 2018
WATERTOWN, NY

Agency Use Only [If applicable]

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"/>

Agency Use Only [If applicable]

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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)

CITY ENGINEERING DEPT.
RECEIVED
AUG 22 2018
WATERTOWN, NY

LEASE

Commercial

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Arcon Nicks, shall be referred to as "OWNER" and Tenant(s)/Lessee, Anthony Henry, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 1543 State St. in the city of Watertown NY 13601.

1. **TERMS:** RESIDENT agrees to pay in advance \$ 1200 per month on the 1 day of each month. This agreement shall commence on 8.18 and continue; (check one)
A. until , as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.
B. until August 2019 on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows Mailed Money Order. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$, and a Security Deposit of \$, and additional charges/fees for , for a total payment of \$. All payments are to be made payable to .

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of \$, (not to exceed % of the monthly rent), shall be added and due for any payment of rent made after the of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except paid by tenant.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance N/A.

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ shall be required along with additional monthly rent of \$ along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. LIQUID FILLED FURNISHINGS: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. PARKING: When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space _____. The parking fee for this space (if applicable is \$_____ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

Lead Based Paint Disclosure Form

EPA Pamphlet

27. ADDITIONS AND/OR EXCEPTIONS

N/A

28. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at

10 Box 6734 Wintonwy 13001

29. INVENTORY: The premises contains the following items, that the RESIDENT may use.

N/A

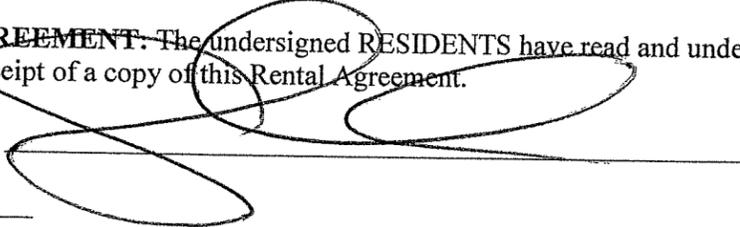
30. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

- Keys #of keys and purposes _____
- House Rules Pet Agreement Other _____

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature

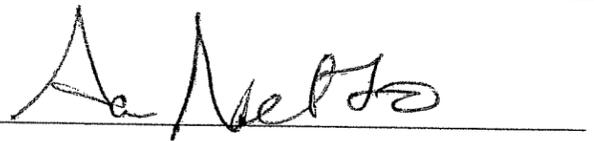


Date _____

RESIDENT'S Signature

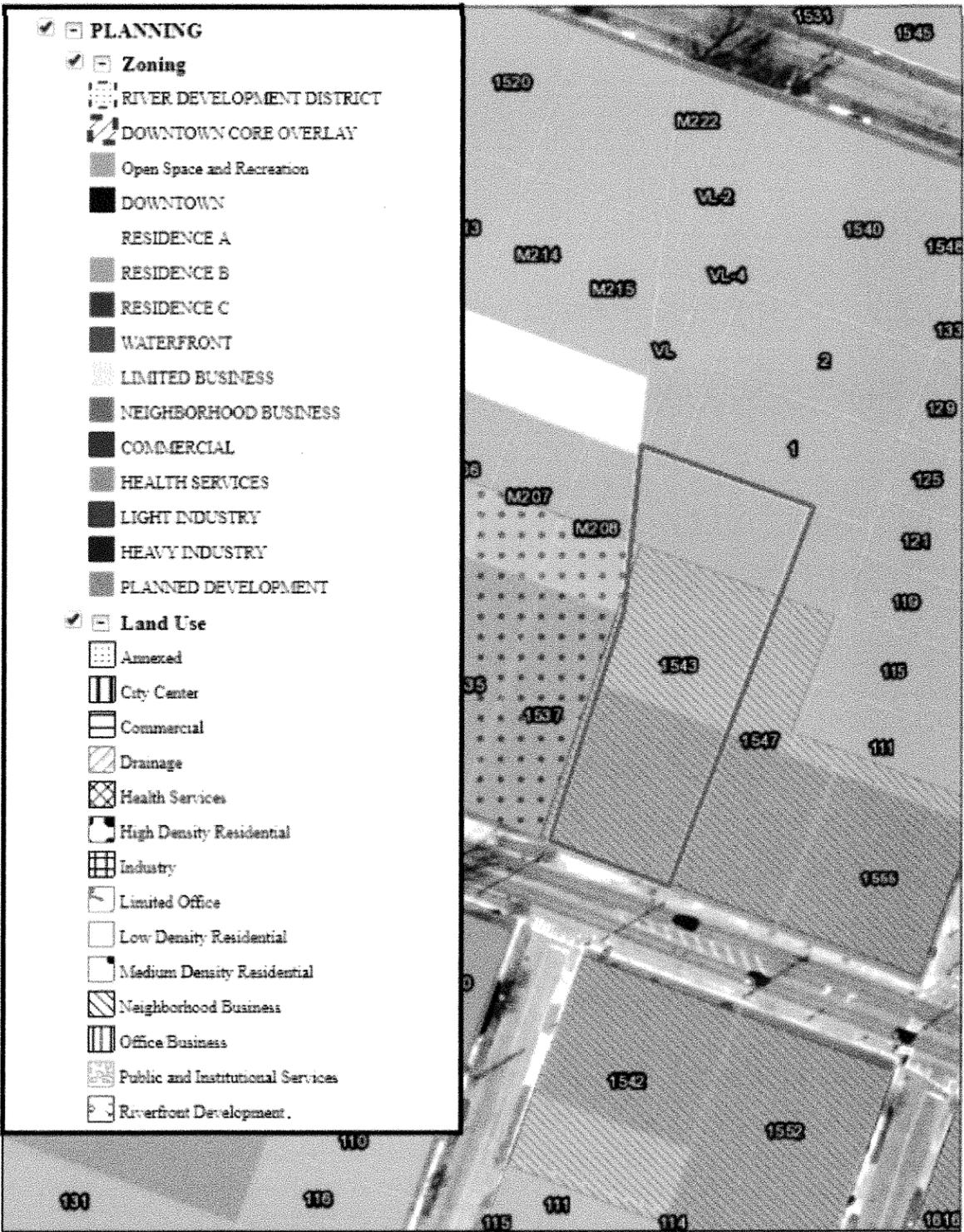
Date _____

OWNER'S or Agent's Signature



Date _____





1 inch = 80 feet

- PLANNING**
- Zoning**
- RIVER DEVELOPMENT DISTRICT
- DOWNTOWN CORE OVERLAY
- Open Space and Recreation
- DOWNTOWN
- RESIDENCE A
- RESIDENCE B
- RESIDENCE C
- WATERFRONT
- LIMITED BUSINESS
- NEIGHBORHOOD BUSINESS
- COMMERCIAL
- HEALTH SERVICES
- LIGHT INDUSTRY
- HEAVY INDUSTRY
- PLANNED DEVELOPMENT
- Land Use**
- Annexed
- City Center
- Commercial
- Drainage
- Health Services
- High Density Residential
- Industry
- Limited Office
- Low Density Residential
- Medium Density Residential
- Neighborhood Business
- Office Business
- Public and Institutional Services
- Riverfront Development



MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 1543 State Street

DATE: August 30, 2018

Request: Special Use Permit to allow an automobile sales lot in a Neighborhood Business District at 1543 State Street, Parcel Number 5-14-103.000

Applicant: Anthony M. Heaney

Proposed Use: Automobile sales lot

Property Owner: Kunzico LLC

Submitted:

8 ½" x 11" Copy of Parcel Map: Yes A Sketch of the Site to Scale: Yes

Completed Part I of an Environmental Assessment Form: Yes SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: The applicant proposes to use an existing structure and small parking area as an outdoor area for used automobile sales. The applicant proposes to use the existing parking area in front of and along the west side of the building to park the vehicles that are for sale. The property is split-zoned between Neighborhood Business and Residence B, and its previous tenant was a graphic design company. The sale of automobiles is permitted in Neighborhood Business Districts only by special approval of City Council, as per Section 310-8 of the Zoning Ordinance. This requires the applicant to apply for a Special Use Permit.

There are other auto-oriented businesses on this block. A tire shop and an oil change business are both located directly across State Street from the subject parcel and are both on properties that are zoned Neighborhood Business.

Special Use Permit Standards: Special Use Permits require City Council approval after recommendation from the Planning Board and a Public Hearing. The procedure is outlined in Section 310.67 of the Zoning Ordinance.

Special Use Permit standards are found in Section 310-52.3 of the Zoning Ordinance. The standards are as follows:

A. General standards. In granting a special use permit, the City Council may specify appropriate conditions and safeguards in harmony with the following rules and standards. These conditions will be in addition to any that may be imposed as part of site plan approval.

(1) The use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts. The nature and intensity of the operations involved in or conducted in connection with it shall be compatible with the general character and intensity of development of the neighborhood.

(2) The use's relation to streets giving access to it shall be such that traffic to and from the use will not be hazardous or inconvenient to the neighborhood or conflict with the normal traffic of the neighborhood. Convenient routes of pedestrian traffic shall be considered in relation to main traffic thoroughfares and to street intersections.

(3) The use's site layout shall minimize the inconvenience to the neighborhood by providing adequate parking and adequate visual and noise buffering. The parking requirements of this chapter shall be considered the minimum. The buffer composition, density and width shall be determined after considering the type of proposed use, type of uses surrounding it and the distance from the surrounding uses.

Site Plan Approval: The applicant indicated that there will be no physical changes to the site in terms of increased parking area, paving or other changes. If the size of the parking area increases beyond 400 square feet, a Waiver of Site Plan Approval will be required.

Other: In the event that the applicant's auto sales business is so successful that the available space behind the existing structure is needed, a zone change would be required as the parcel is currently split between Neighborhood Business and Residence B. The sale of automobiles is not a permitted use in Residence B, so it would make sense at that time to apply for a zone change.

The Planning Board should consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time. With no limit on the number or location of vehicles, conflicts may arise with pedestrian traffic on the sidewalk, especially given the limited space between the building and the sidewalk. The Planning Board may also wish to stipulate that the layout of the vehicles on site be such that they do not block any portion of the sidewalk.

On the attached sketch, the applicant has proposed the placement of automobiles along the western property line in an area that is currently green space. As noted above, if the size of the parking area increases beyond 400 square feet, a Waiver of Site Plan Approval will be required.

cc: City Council Members
Anthony M. Heaney, P.O. Box 6436, Watertown, NY 13601
Justin Wood, City Engineer

**SPECIAL USE PERMIT
1543 STATE STREET– PARCEL # 5-14-103.000**

The Planning Board then considered a request submitted by Anthony Heaney for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000.

Mr. Heaney attended the meeting to represent the request.

Mr. Coburn said that the applicant proposed to use the existing structure and outdoor parking area on the site for automobile sales, and then noted that this was only allowed by Special Use Permit in the Neighborhood Business District. Mr. Coburn then added the application indicated no physical changes to the site as far as increased parking area and asked the applicant to confirm this. Mr. Heaney replied that he did not propose any physical changes.

Mr. Katzman then said that he does some work in that area of the City, so he knows the site quite well. He said that when customers come to look at the site, they would block the sidewalk. He then said that he also thought it would create traffic congestion issues. He said he did not have a problem with allowing a car lot, but he did not think the Planning Board could allow parking in front because then customers would park on the sidewalk.

Mr. Coburn then said that City Council could impose conditions on a Special Use Permit. Mr. Katzman reiterated that he had a problem with parking for customers' cars and parking cars for sale in front of the building. He said that most people that sell cars want to have them in the front for greater visibility rather than having to display them in the side yard, so he felt that the Planning Board needed to look into the site layout.

Mr. Coburn then said that he wished to reiterate that the Zoning Ordinance identified Special Use Permit standards, and that Staff had included them in the memorandum. Mr. Coburn read aloud from the memorandum that, "The use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the district in which it is situated." He then read aloud that "The use's relation to streets giving access to it shall be such that traffic to and from the use will not be hazardous or inconvenient to the neighborhood or conflict with the normal traffic of the neighborhood," which he then said was exactly what Mr. Katzman had been saying.

Mr. Katzman said that he was worried about that because customers would park on the sidewalk and they would park in the neighboring laundromat as well. Mr. Coburn then said that Mr. Katzman's concerns were noted. Mr. Katzman replied that he was not in favor of this proposal. Mr. Coburn then asked if anyone else had questions.

Ms. Capone then asked where the applicant did propose parking for this site. Mr. Heaney replied that it would be alongside the building and behind it as well as on the other side

of the building that an insurance company occupied. Mr. Katzman asked about the insurance company's location. Mr. Heaney replied that it was in the other half of the building that he was renting and pointed it out on the site drawing. Mr. Heaney then said that as far as congestion went, the laundromat generated more daily traffic than he would.

Ms. Capone agreed that the laundromat probably had at least 100 people a day patronize it, and that she did not think motorists on State Street would spontaneously slow down to look at cars for sale. Ms. Fields then said that it was possible that the general public could stop to look. Mr. Arquitt then said that there were cars for sale parked in the lot across the street. He then referenced the Jreck Subs location at the intersection of State and High Streets, and noted that it did not cause congestion. Mr. Heaney then said he only planned to carry four cars.

Discussion ensued about congestion, and Ms. Capone then said that anyone that pulled over on State Street to look at a car would probably need a new one after getting rear-ended. Mr. Heaney then said that he did most of his business by appointment only, so there would not be that much spontaneous traffic. He then noted that there was no way that he could prevent his customers from parking in the laundromat. Ms. Fields said that directional parking signage could help.

Mr. Heaney then reiterated that most of his business was by appointment only and it was not a full-time, permanent business. He said that his customers call him and then he arranges to meet them there. Ms. Fields asked how many cars he intended to display. Mr. Heaney replied that the most he has ever had out was six. Mr. Coburn asked if the site had room for six cars on display. Mr. Heaney replied that there was room for ten along the tree line. Mr. Urda then said that if Mr. Heaney ever sought to pave more than 400 square feet, it would necessitate a Waiver of Site Plan Approval. Mr. Heaney replied that he understood that.

Mr. Katzman then asked for more information about the insurance company that Mr. Heaney shared a building with. Mr. Heaney replied that he was not sure what they did at that site, or even that they received mail there.

Mr. Coburn then asked again about the applicant's claim that the site had room for ten vehicles. Mr. Heaney replied that he could potentially put 20 there, but his intention was six. He said that his dealer's license was for less than 25 or 30 sales per year.

Mr. Coburn then said that it would be wise to follow Staff's recommendation to limit the number of cars for sale allowed on the site. Mr. Johnson then asked Mr. Heaney if he owned the property. Mr. Heaney replied that he rented from Aaron Netto. Ms. Fields then said that she was in favor of a limit. Mr. Johnson then said that he was also in favor of a limit. Mr. Coburn then asked what the limit should be. Ms. Capone suggested a maximum of eight cars and the other Planning Board Members agreed.

Mr. Katzman then asked what the hours would be. Mr. Heaney replied that as far as Albany was concerned, they were 5 p.m. to 8 p.m. on Thursdays. Mr. Katzman then said that he thought parking and directional signage was necessary. Mr. Heaney replied that he has a sign that says "parking in rear."

Mr. Johnson then asked if Mr. Heaney was advertising. Mr. Heaney replied that he lists his cars on Craigslist. Mr. Johnson then said that he had seen some cars on the property already. Mr. Heaney acknowledged that those were his cars. Mr. Johnson then asked Mr. Heaney if he was doing business before approval. Mr. Heaney replied that the flags on those cars were just flags, nothing more.

Ms. Capone then made a motion to recommend that the City Council approve the request submitted by Anthony Heaney for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000. Before anyone could second the motion, Mr. Lumbis said that the standards for a Special Use Permit that Staff's memorandum quoted from the Zoning Ordinance were guidelines for the City Council and the Planning Board.

Mr. Lumbis said that it was appropriate for the Planning Board members to ask themselves if this was an appropriate use, even if the same use existed across the street. Mr. Lumbis then said that as far as traffic was concerned, internal circulation was more important and if, for example, the applicant proposed six cars across the front, was that appropriate? He then said that he was trying to point out examples of things the Planning Board could consider.

Mr. Katzman then talked about traffic levels when the building's previous occupant, a graphic design company, was there. Mr. Johnson asked how many feet there were between the sidewalk and the building. Mr. DeMarco replied that the building was set back 20 feet from the sidewalk.

Ms. Capone then asked how many cars the front could accommodate. Mr. Heaney replied that maybe the front could accommodate five cars, but then they would be blocking the laundromat and the insurance company and they would have to go at an angle. Mr. Arquitt then said that since the applicant's license capped the cars he could sell in a year at 25, he would likely not need to have more than eight on the site at any time. Ms. Capone then suggested allowing no more than two cars for sale in front of the building at any time and requiring the rest go on the side. The other Planning Board members agreed.

Ms. Capone then made a motion to recommend that the City Council approve the request submitted by Anthony Heaney for a Special Use Permit to allow an automobile sales lot at 1543 State Street, Parcel Number 5-14-103.000, contingent upon the following:

1. The applicant may display a maximum of eight vehicles for sale on the site at any time with no more than two of said vehicles directly in front of the building.

Mr. Coburn seconded the motion and the Planning Board voted 4-1 in favor, with Mr. Katzman casting the dissenting vote.

Mr. Lumbis then said that at its next meeting on September 17, 2018, the City Council would schedule a Public Hearing for October 1, 2018, at which time it would be free to act on the applicant's request. Mr. Urda said that Mr. Heaney would receive a letter to that effect and that he was strongly encouraged to attend to represent his request before City Council.

September 26, 2018

To: Richard M. Finn, City Manager
From: Michael A. Lumbis, Planning & Community Development Director
Subject: Comprehensive Plan Steering Committee Update

As you are aware, Planning Staff has been working to assemble a Steering Committee for the City's Comprehensive Plan. The Steering Committee is an advisory group whose role is to provide support, guidance and oversight of the planning process and help develop consensus around the plan's vision.

Staff has identified a number of technical experts with the proficiency to serve on the committee and has worked with both you and the City Council to identify other key stakeholders and City residents to participate in the development of the plan, which will take place over the course of the next twelve to fourteen months. In addition to strong technical and community representation, we felt that it was extremely important to have representation from the City Council on the steering committee.

In discussing Council representation on the committee with the Mayor, he suggested that I contact Council Member Henry-Wilkinson, who indicated that he would be happy to serve and represent the Council.

We have nearly finalized the membership of the Steering Committee and once we do, we will report that information to you so that you can inform the City Council. The first meeting of the Steering Committee will be held on Wednesday, October 3, 2018.

Mayor and City Council: This is for your information. No action is required. Council Members are welcome to attend the Steering Committee meetings on any topics they may be interested in.

