

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 21, 2009, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Designation of Official Newspaper
- Resolution No. 2 - Reappointment to the Roswell P. Flower Memorial Library Board of Trustees, Stephen W. Gebo
- Resolution No. 3 - Approving the Agreement By and Between Dr. Jon A. Emerton and the City of Watertown for Public Health Officer
- Resolution No. 4 - Approving Additions to the City of Watertown's Local Highway Inventory
- Resolution No. 5 - Approving the Youth Employment Training Program Contract with the Jefferson-Lewis Workforce Investment Area
- Resolution No. 6 - Approving the 2009-2012 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association
- Resolution No. 7 - Selecting Avalon Associates, Inc. as the City of Watertown's Small Cities CDBG and HOME Consultant

Resolution No. 8 - Adopting Revised Guidelines and Administrative Procedures for the Rental Rehabilitation Program

ORDINANCES

LOCAL LAW

PUBLIC HEARING

7:30 p.m. – Public Hearing on Special Use Permit Request Submitted by Lou A. Bedford and Ken Bedford to Allow a Tattoo and Body Piercing Studio at 839 State Street, Parcel No. 06-09-201.000

OLD BUSINESS

Tabled – Resolution Approving Special Use Permit Request Submitted by Mark Bonner to Allow an Auto Sales Lot and Auto Detailing Operation Located at 804 State Street, Parcel No. 12-06-322

Laid Over Under the Rules – Ordinance Amending City Municipal Code A320, Article V, Miscellaneous Fees, §320-6, Schedule of Fees

Laid Over Under the Rules – Ordinance Amending City Municipal Code A320, Article V, Miscellaneous Fees, §320-6, Schedule of Fees

Laid Over Under the Rules – Ordinance Amending City Municipal Code §293, Vehicles and Traffic

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JANUARY 4, 2010.

December 16, 2009

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Designation of Official Newspaper

The attached resolution, if approved by the City Council, designates the *Watertown Daily Times* as the official newspaper of the City of Watertown for the year 2010.

RESOLUTION

Page 1 of 1

Designation of Official Newspaper

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

BE IT RESOLVED by the City Council of the City of Watertown, New York that the *Watertown Daily Times* be and is hereby designated as the official newspaper of the City of Watertown, New York for the year beginning January 1, 2010 and ending December 31, 2010.

Seconded by

December 16, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Reappointment to the Roswell P. Flower Memorial Library Board of Trustees,
Stephen W. Gebo

On September 14, 2009, Stephen W. Gebo was appointed to the Flower Memorial Library Board to fill the unexpired term of Stephen Bradley with a term ending on December 31, 2009.

Mr. Gebo has expressed interest in continuing to serve on this Board and Mayor Jeffrey E. Graham is nominating him for a full eleven (11) year term expiring on December 31, 2021.

A resolution appointing Mr. Gebo has been prepared for Council consideration.

RESOLUTION

Page 1 of 1

Reappointment to the Roswell P. Flower Memorial Library Board of Trustees, Stephen W. Gebo

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

BE IT RESOLVED that the City Council of the City of Watertown, New York, that Stephen W. Gebo, 155 Paddock Street, Watertown, New York, is hereby reappointed to the Roswell P. Flower Memorial Library Board of Trustees for an 11 year term beginning January 1, 2010 and expiring December 31, 2021.

Seconded by

December 16, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving the Agreement By and Between
Jon A. Emerton, M.D. and the City of Watertown

Municipalities in New York State are required to have a Health Officer. Dr. Emerton submitted a letter of interest expressing his willingness to serve as the City's Health Officer. As the City's Health Officer, he would be responsible for enforcing public health issues affecting City residents, including, but not limited to, the remedying of unsanitary conditions, which can affect public health and safety.

This week Dr. Emerton had an opportunity to meet with Code Enforcement Supervisor, Shawn McWayne, and City Attorney James Burrows to discuss the duties and demands of this position. He also attended the City Council work session to meet the members of the City Council. The members of the City Council have reviewed Dr. Emerton's resume and have agreed upon compensation for this position at the rate of \$100 per month, plus \$250 per hour for hours worked.

The attached resolution authorizes an Agreement with Dr. Emerton to serve as Health Officer for the City of Watertown for a four-year term commencing on January 1, 2010. A copy of the Agreement is attached for City Council review.

RESOLUTION

Page 1 of 1

Approving the Agreement By and Between
Dr. Jon A. Emerton. and the City of
Watertown for Public Health Officer

Council Member BURNS, Roxanne M.

Council Member BURTO, Jason R.

Council Member BUTLER, Joseph M. Jr

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is interested in contracting for professional health officer services, and

WHEREAS the City of Watertown is required by law to have a Public Health Officer, and

WHEREAS Dr. Jon A. Emerton, 178 Thompson Blvd., Watertown, New York has expressed interest in providing these services to the City of Watertown,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Dr. Jon A. Emerton, a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT

BETWEEN

JON A. EMERTON, M.D.

and

THE CITY OF WATERTOWN, NEW YORK

This Agreement, made this _____ date of _____, 2009, by and between the City of Watertown, New York, chartered under the Laws of New York State, having a principal place of business at the Municipal Building, 245 Washington Street, Watertown, New York 13601, herein referred to as "City" and Jon A. Emerton, M.D., who resides at 178 Thompson Boulevard, Watertown, New York, herein referred to as "Health Officer."

WITNESSETH

WHEREAS the City is interested in contracting for Health Officer services from Jon A. Emerton, M.D., such that he may act as the local Health Officer of the City of Watertown.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, and other good and valuable consideration, it is agreed as follows:

Section 1: The Health Officer will be charged with the enforcement of the provisions of Chapter 172 of the City Code. He shall have the jurisdiction and power to take such steps as may be necessary to carry out the provisions of that Chapter and of Title 2 of the New York Public Health Law. The Health Officer, or his duly authorized representative appointed by him, shall examine complaints and notices concerning conditions dangerous or detrimental to life or public health and may, when in his judgment imminent danger exists or is believed to exist, enter into and examine premises, buildings, lots and enclosures where such conditions are known or reasonably believed to exist.

Section 2: Payment for Services. For Health Officer services, under Section 1, the Health Officer shall be compensated at an annual rate of \$1,200 per year. Such payment shall be made monthly in the amount of \$100. In addition to the annual rate, the City shall pay Dr. Emerton at the rate of \$250. per hour for work directed by the City.

Section 3: Office Space. It is hereby agreed that the City will be under no obligation to provide office space for the services of the City Health Officer.

Section 4: Precedence of State Laws. This Section shall refer most particularly to the Public Health Law and Sanitary Code of the State of New York and such other State Laws as delegate the authority of enforcement to the local Health Officer.

Term. The term of this Agreement shall be for a four-year period commencing on January 1, 2010, and running through December 31, 2013, and shall continue until a successor is appointed and qualifies. Subject to agreement by both parties, this Agreement may be extended for an additional four-year term.

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

Mary M. Corriveau, City Manager

Jon A. Emerton, M.D.

December 16, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Additions to the City of Watertown's
Local Highway Inventory

Each December, the City Engineering Department performs a review of our Local Highway Inventory and in early January submits their findings to the New York State Department of Transportation (NYSDOT). This review provides municipalities with the opportunity to update their local highway inventory for any changes, errors or omissions.

During this year's review, the City Engineering Department determined that the section of Gaffney Drive from a point 211' south of Faichney Drive to Commerce Park Drive that the City purchased and rebuilt needs to be included in the inventory. The City Engineering Department is recommending that modifications be made to include this section of Gaffney Drive in the City's inventory. This inventory is one of the factors considered, when the State does its annual calculation of each municipality's CHIPS funding.

In order to add Gaffney Drive to the inventory, the City Council must adopt a resolution stating that the City accepts maintenance and operational responsibility for this road segment. The resolution must also list the street name and the respective start and end point. Once this resolution has been adopted, the street can be added to the City's Annual Local Highway Inventory submittal to NYSDOT.

A resolution approving the addition of this section of Gaffney Drive to the City of Watertown's Local Highway Inventory has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Additions to the City of Watertown's Local Highway Inventory

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS each December, the City Engineering Department performs a review of our Local Highway Inventory and in early January submits their findings to the New York State Department of Transportation (NYSDOT), and

WHEREAS during this year's review, the City Engineering Department noticed that Gaffney Drive was not included in its entirety, and

WHEREAS the City of Watertown has and will continue to own and maintain Gaffney Drive from a point 211' south of Faichney Drive to Commerce Park Drive,

NOW THEREFORE BE IT RESOLVED that the City of Watertown accepts maintenance and operational responsibility of Gaffney Drive, for the road segment as depicted in the map, which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Engineer Kurt W. Hauk is hereby authorized and directed to amend the City's Local Highway Inventory to include said street and provide the amended inventory to NYSDOT for their consideration.

Seconded by



1869

CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF ENGINEERING
MEMORANDUM

DATE: 16 December 2009

TO: Mary Corriveau, City Manager

FROM: Justin Wood, Civil Engineer II

SUBJECT: Approving Additions to the City of Watertown's Local Highway Inventory

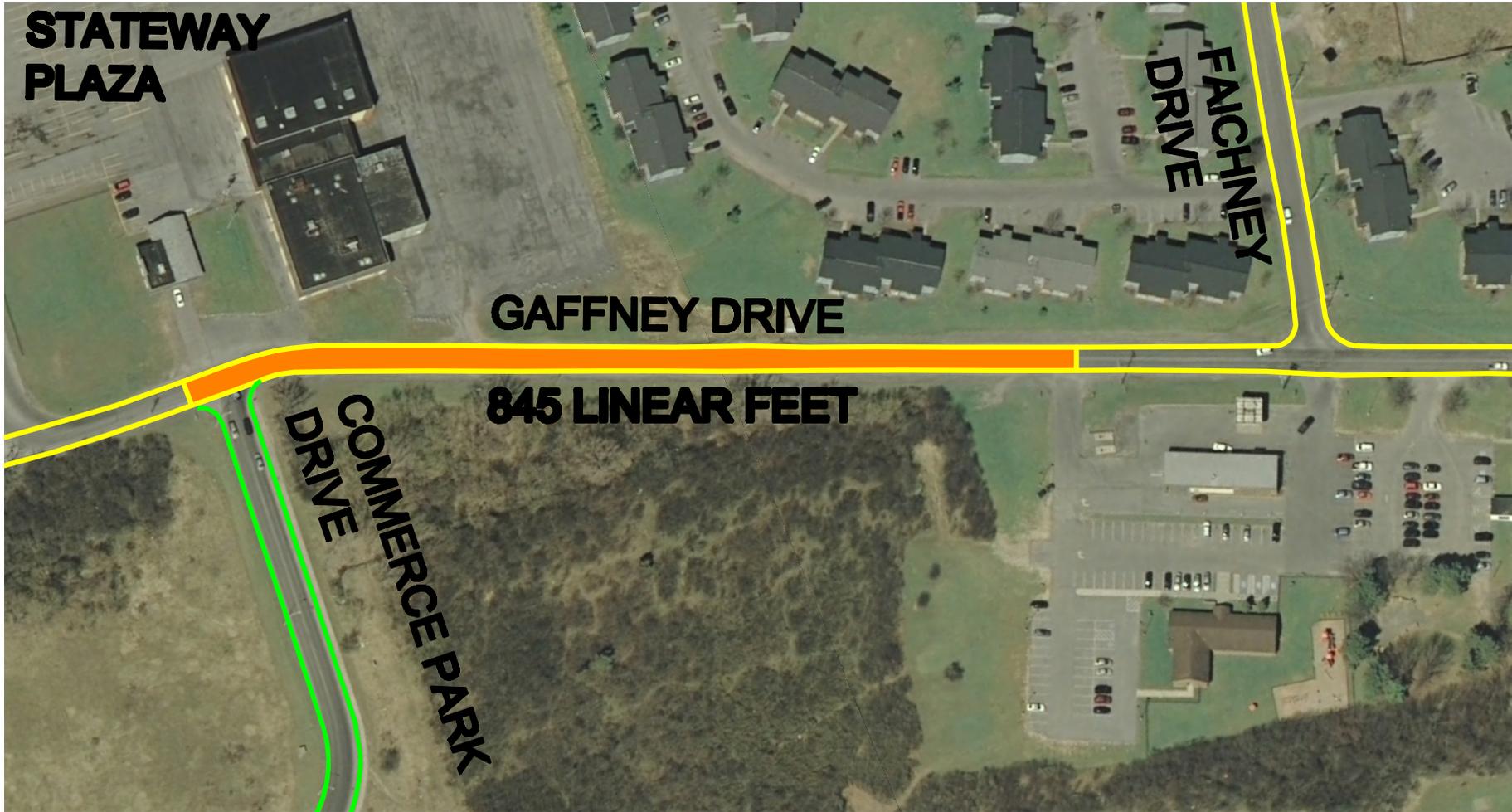
Enclosed is a recommended addition to the City's Local Highway Inventory (LHI). The Local Highway Inventory (LHI) is a list of all City streets which are maintained by the City. The Consolidated Local Street and Highway Improvement Program (CHIPS) distributes funding to local municipalities, in part, based on the LHI and total mileage of streets maintained by the municipality.

Every January, the City must submit an updated LHI to the NYSDOT. The Engineering Department reviewed the current LHI list and noticed a section of Gaffney Drive that can be added. However, to add streets or street sections to the LHI, NYSDOT requires a resolution accepting "maintenance and operational responsibility" for all additions.

Gaffney Drive is currently included in the LHI, however, the section between Faichney Drive and Commerce Park Drive is not. This section of Gaffney Drive has since been purchased and reconstructed by the City and will continue to be maintained by the City. Passing of the attached resolution will allow it to be added to the City's LHI.

Please prepare a resolution for Council consideration.

Cc: Kurt Hauk, City Engineer
Gene Hayes, Superintendent of Public Works



DESIGNED BY: JLW
 DRAWN BY: JLW
 DATE: 12-15-2009
 SCALE: 1"=150'
 CHECKED BY: KWH
 APPROVED BY: KWH
 PROJECT NAME: LHI 2009

CITY OF WATERTOWN
ENGINEERING DEPARTMENT

MUNICIPAL BUILDING, ROOM 305 PHONE: 315-785-7740
 245 WASHINGTON STREET FAX: 315-785-7829
 WATERTOWN, NEW YORK 13601

PLAN VIEW

LOCAL HIGHWAY INVENTORY
GAFFNEY DRIVE

SHEET NO.

1

December 17, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving the Youth Employment Training Program
Contract Between the City of Watertown and the
Jefferson-Lewis Workforce Investment Area

The City Clerk's Office has been approached by the Jefferson County Department of Employment and Training and the Jefferson-Lewis Workforce Investment Board to participate in their Youth Employment Program. The program is similar to the Summer Youth Employment Program that the City has participated in for many years, except that this program occurs during the school year. The program is designed to provide meaningful work experience and job training for the youth in our community.

The program will allow for one (1) position for the City in the City Clerk's Office. The person participating in the program will be a clerical aide and will work under the supervision of Deputy City Clerk Elyse Frezzo. The term of the program is from December 21, 2009 through March 19, 2010.

The Jefferson County Department of Employment and Training and the Jefferson-Lewis Workforce Investment Area Board will be the employer and, as such, will pay the wages and fringe benefits of the youth employed under this program.

A copy of the Agreement between the City and the Jefferson-Lewis Workforce Investment Area is attached for City Council review. A resolution has been prepared for City Council consideration that authorizes the City's participation in the Youth Employment Program.

RESOLUTION

Page 1 of 1

Approving the Youth Employment Training Program Contract with the Jefferson-Lewis Workforce Investment Area

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the Jefferson County Department of Employment and Training and the Jefferson-Lewis Workforce Investment Area has approached the City of Watertown to participate in their Youth Employment Training Program, and

WHEREAS the City would be allocated one (1) funded training position under the Program in the City Clerk’s Office, and

WHEREAS the City and Jefferson County Department of Employment and Training and the Jefferson-Lewis Workforce Investment Area have cooperated in past years with similar youth employment programs,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby authorizes the City’s participation in the Youth Employment Training Program, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute the Youth Employment Training Program Contract with the Jefferson-Lewis Workforce Investment Area on behalf of the City of Watertown.

Seconded by

YOUTH EMPLOYMENT TRAINING PROGRAM

CONTRACT

Between the following parties:

Jefferson-Lewis Workforce Investment Area
(hereinafter referred to as WORKFORCE INVESTMENT AREA)

AND

City of Watertown (Clerk's Office)
245 Washington St.
Watertown, NY 13601
(hereinafter referred to as WORKSITE)

In return for the WORKSITE employing youth in a manner consistent with the terms and conditions herein contained, the WORKFORCE INVESTMENT AREA will pay the wages and fringe benefits of such employed youth. This agreement can be modified only by another written agreement if circumstances warrant.

CONTRACT PERIOD: 12/21/09 - 3/19/10
NAME OF TRAINEE: Nicole Carpenter
NUMBER OF WEEKS: 12
WAGE PER HOUR: \$7.25
HOURS PER WEEK: 15

FOR THE WORKFORCE INVESTMENT AREA

FOR THE WORKSITE

Signature

Signature

CHERYL A. MAYFORTH, DIRECTOR

Typed Name and Title

Typed Name and Title

The **WORKSITE** will comply with the requirements of the **Workforce Investment Act of 1998** and the regulations and policies promulgated thereunder.

These requirements include, but are not limited to the following matters:

The **WORKSITE** must:

1. Permit participants to begin work only with prior approval from the **WORKFORCE INVESTMENT AREA**.
2. Inform participants of supervisor's name, role, and responsibilities and provide youth the opportunity to relate any problems that might arise.
3. Provide contingency plan for inclement weather when Worksites are outdoors.
4. Notify the **WORKFORCE INVESTMENT AREA** within 24 hours of any accidents, special situations, or unusual occurrences.
5. Evaluate each participant with regard to performance as agreed upon by the **WORKFORCE INVESTMENT AREA**.
6. Avoid personal and organizational conflict of interest.
7. Avoid paying or receiving kickbacks.
8. Maintain accurate financial and statistical records that are easily traceable to source documents.
9. Prohibit the charging of a fee to a participant for the referral to a job or placement in a job.
10. Avoid nepotism.
11. Avoid political patronage, lobbying or political activities.
12. Avoid involvement with religious or anti-religious activities.
13. Avoid prompting or opposing unionization and avoid employment of a participant in a place involved in a work stoppage.

14. Avoid Maintenance of Effort, meaning that no funds will be used to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act.
15. Avoid the theft or embezzlement of WIA funds, improper inducement for employment or contracts, and obstruction of investigation under the Act, its regulations or local policies.
16. Maintain sufficient, auditable and adequate records which support all expenditures under the Act for a period of not less than 3 years after the close of the grant of funds.
17. Recognize the **WORKFORCE INVESTMENT AREA'S** mandated obligation to review and monitor any and all worksite activity, and program related records on a regular basis. Therefore, the **WORKSITE** will allow the **WORKFORCE INVESTMENT AREA** to have unrestricted access to program related forms or documents whether or not they are **WORKFORCE INVESTMENT AREA** forms or **WORKSITE** forms of any source or nature; and the unrestricted right to review worksite activity, with or without prior notification. Furthermore, the **WORKFORCE INVESTMENT AREA** has the right to make inquiries to and procure information from **WORKSITE** non-WIA and WIA employees for the purpose of monitoring and evaluating program operation.
18. Recognize the **WORKFORCE INVESTMENT AREA'S** mandated obligation to have sole control over the intake, eligibility determination and verification of all participants under this contract.
19. Recognize the **WORKFORCE INVESTMENT AREA'S** mandated obligation to provide counseling services for all participants so as to improve their employability. To meet this requirement, the **WORKSITE** will allow private consultation and unrestricted observation of participants during participant working hours by counselors. As part of the effort to improve employability to participants, it may be necessary from time to time to allow participants time off during working hours, for a length of time decided by the **WORKFORCE INVESTMENT AREA** for workshops, assessment, training, job searches or other related activities. These activities will be permitted and encouraged by the **WORKSITE**. The **WORKFORCE INVESTMENT AREA'S** will also ensure that each participant has proper working papers, if required.

20. Recognize the **WORKFORCE INVESTMENT AREA'S** requirement to provide remediation to all program enrollees found deficient in educational skill areas (i.e.-math, reading), as determined by the **WORKFORCE INVESTMENT AREA**. As part of the mandate to provide remediation, the **WORKSITE** shall encourage/promote the attendance of youth at the scheduled classes, and not permit the youth to work when he/she should be attending class. Should the youth attend work instead of class, this will be considered as an absence, and not subject to payment of wages for the unauthorized attendance at the worksite. As such, potential liability coverage for the unauthorized attendance and wages may not be allowable under existing workman's compensation coverage provided to program enrollees, thereby making the worksite liable in a case of on-site injury during unauthorized work time.
21. Recognize that the government, all levels, is committed to carry out Affirmative Action to assure equal employment opportunities for all individuals in the labor force.

The County of Jefferson has a commitment to the spirit and intent of Affirmative Action in the operation of the WIA program. The policy of the United States government on Affirmative Action will be employed in the Jefferson County WIA program and is stated as follows:

"No person in the United States shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment if the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Act."

The Jefferson County Department of Employment and Training will require all agencies participating in the WIA program to comply with the intent of Affirmative Action.

22. Recognize that the **WORKFORCE INVESTMENT AREA** has full responsibility and authority to operate the complaint and grievance procedures. The grievance procedure will be utilized for any complaint procedure alleging a violation of the Act, regulations, grant, or any other agreement under the Act.
23. Recognize that the **WORKFORCE INVESTMENT AREA** shall determine participant time limitation for activities on this program. The **WORKSITE** will immediately inform the **WORKFORCE INVESTMENT AREA** of discretionary leaves of absences that might affect participant time limitations. Such leaves of absences are subject to the approval of the **WORKFORCE INVESTMENT AREA**.

24. Conform to the policies of the **WORKFORCE INVESTMENT AREA**, which is responsible for implementation of the federal job training regulations and other state policies which the **WORKFORCE INVESTMENT AREA** may be required or may at its discretion put into effect.
25. Permit the **WORKFORCE INVESTMENT AREA** to issue press releases regarding WIA activities when in the **WORKFORCE INVESTMENT AREA'S** sole discretion it is advisable. The **WORKSITE** must consult with and receive **WORKFORCE INVESTMENT AREA** approval prior to the issuance of press releases on any activity involving WIA participants.
26. Notify the **WORKFORCE INVESTMENT AREA** immediately of any change in participant's status.
27. Provide adequate on-site supervision for each participant which means that there will be at least one supervisor for every five participants and that a substitute supervisor will be available during the absence of the regular supervisor.
28. Provide sufficient work to occupy participants during working hours including adequate equipment and materials for participants to perform those duties.
29. Provide a safe and healthy working environment and adhere to the provisions of the state child labor laws and applicable federal rules and laws.
30. Provide potential supervisors with sufficient time in order that all immediate worksite supervisor(s) receive orientation as to their duties and responsibilities to the Youth Employment Training Program.
31. Comply with the **WORKFORCE INVESTMENT AREA** policy concerning the completion of time sheets and the reporting of attendance as has been detailed by the initial worksite interview and work supervisor orientation. This includes, but is not limited to, the assurance that participants will not be paid for unexcused absences, unworked hours or for solely recreational activities.
32. By signing this contract, the agency certifies the participants) of the Youth Program is not displacing any currently employed worker, and no individuals are on layoff status from the same job title or substantially equivalent job task which a participant shall be employed in. This also certifies this agency has not terminated the employment of any regular employee or otherwise reduced the size of the agency workforce for the purpose of filling the vacancy created by hiring a participant.

33. Recognize the **WORKFORCE INVESTMENT AREA's** requirement to provide orientation to participants on program purposes, policies, and procedures.
34. Recognize the **WORKFORCE INVESTMENT AREA's** requirement to provide the **WORKSITE** with instructions and procedure forms.
35. Recognize the **WORKFORCE INVESTMENT AREA's** requirement to provide Labor Market Orientation, Career Exposure Activities, Counseling, and Supportive Services to the participant.
36. Recognize the **WORKFORCE INVESTMENT AREA's** to be considered the employer and provide workman's compensation, social security, federal and state income tax. Payroll checks will be mailed on a bi-weekly basis.
37. Recognize that the performance of work under this contract may be terminated by the **WORKFORCE INVESTMENT AREA** when, for any reason, it is determined that such termination is in the best interest of the program or when it has been determined that the **WORKSITE** has failed to provide any of the services specified or to comply with any of the provisions contained in the contract. The contract is contingent upon the availability of funding from the New York State Department of Labor. In the event such funding is terminated, the **WORKFORCE INVESTMENT AREA** reserves the right to terminate this contract prior to the scheduled determination date.
38. Recognize that trainees will not be terminated without prior notice to the trainee and the **WORKFORCE INVESTMENT AREA**, with reasonable opportunity for correction or improvement of performance. This may include, but is not limited to, sub-standard or unsatisfactory progress or conduct.
39. Agree to maintain the confidentiality of any information regarding workers and/or applicants or their families, which may be obtained through application form, interviews, tests, reports from public agencies or counselors, or any other source.

40. Signing of this contract certifies agency compliance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities, published as Part VII of the May 26, 1988 Federal Register.

Executive Order 12549 states:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

*Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

*Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

*Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated the above paragraphs of this certification; and

*Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Complete instructions for certification regarding debarment, suspension, and other responsibility matters are available through the Jefferson County Department of Employment and Training.

APPENDIX A
Certification of a Drug-Free Workplace

- A. The Employer hereby certifies that it will or will continue to provide a drug-free work place by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Employer's work place and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - 1. The dangers of drug abuse in the work place;
 - 2. The Employer's policy of maintaining a drug-free work place;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the work place;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the work place no later five calendar days after such conviction;
 - (e) Notify the Employer in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
 - (f) Taking one of the following action within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The Employer may insert the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street Address, city, county, state, and zip code) _____

Check [] if there are workplaces on file that are not identified here.

Signature

Name and Title

December 16, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving the 2009-2012 Collective Bargaining Agreement
Between the City of Watertown and the Watertown
Police Benevolent Association

Negotiations have concluded between the City of Watertown and the Watertown Police Benevolent Association, for a successor contract to that which expired on June 30, 2009. The PBA negotiating team presented the proposed Contract to their membership for a vote on Monday, December 14, 2009. PBA President Jerry Golden has notified me that the membership has ratified the Contract. The principal changes to the expiring Contract are listed below:

1. Term - Three year contract effective July 1, 2009 – June 30, 2012
2. Wages Increase – 2.5% effective July 1, 2009; 2.5% effective July 1, 2010; and 2.0% effective July 1, 2011.
3. Effective July 1, 2010 increase doctor visit co-pays – to \$7 for participating providers, \$15 for non-participating providers.
4. Effective upon the signing of this Agreement, new hires will no longer be eligible to receive the Retirement Bonus contained in Agreement.

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

RESOLUTION

Page 1 of 1

Approving the 2009-2012 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the 2006-2009 Employment Contract between the City of Watertown and the Watertown Police Benevolent Association, expired on June 30, 2009, and

WHEREAS negotiations have been concluded on a successor Contract,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Collective Bargaining Agreement between the City of Watertown and the Watertown Police Benevolent Association, a copy of which is attached and made a part of this resolution, and

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

Seconded by



2009-2012

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT
ASSOCIATION, INC.

WATERTOWN, NEW YORK

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2009 - 2012 CONTRACT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT ASSOCIATION, INC.

WATERTOWN, NEW YORK

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employment Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees; and

WHEREAS, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining the Watertown Police Benevolent Association, Inc. met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Police Benevolent Association, Inc. by adopting a resolution to this effect on January 8, 1968; and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures and a contract has been evolved:

RESOLVED, that the City Council of Watertown, New York on behalf of the City of Watertown, New York hereinafter referred to as the "City", and the Watertown Police Benevolent Association, Inc., hereinafter referred to as the "Association", enter into this agreement the ____ day of December, 2009, as follows:

ARTICLE 1 - RECOGNITION

Effective upon the date of execution of this Agreement, the City recognizes the Association as the sole and exclusive representative of all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions; however, after a one-month period of open change just prior to the new contract year, there will be no dues change permitted during the contract year. If there is a change, the Association will bear the expense of the program change.

SECTION 3. Effective upon the date of execution of this Agreement, the City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed ninety percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association, less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provision, Sections 3 and 4 of Article 2 shall only apply to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of its membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State law now applicable to employees who are members of the Association.

SECTION 10. Effective upon the date of execution of this Agreement, notwithstanding any other provision, this contract shall not apply to the Police Chief and the Police Captain who are management's representatives in the Police Department.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this agreement shall be for the period July 1, 2009 through June 30, 2012.

SECTION 2. This agreement shall cover all terms and conditions of employment as defined in the New York State Public Employees Fair Employment Act.

ARTICLE 4 - COMPENSATION

SECTION 1.

A. The City shall continue to provide a separate Police Pay Plan as established by resolution of the City Council adopted June 18, 1973. The rate of compensation for the positions of Police Officer, Police Detective, Police Sergeant, and Police Lieutenant, shall be as provided in the attached Schedules A, B and C.

Schedule A reflects a two and one half percent (2.5%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants and Lieutenants in the Police Pay Plan applicable as of July 1, 2008.

Schedule B reflects a two and one half percent (2.5%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants and Lieutenants in the Police Pay Plan applicable as of July 1, 2009.

Schedule C reflects a two percent (2.0%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants and Lieutenants in the Police Pay Plan applicable as of July 1, 2010.

B. In addition to the Pay Plan described in "A" above, the City agrees to continue a longevity payment plan in the following amounts:

1. Beginning at the end of six years of service in the Police Department, a payment of \$350.00.
2. Beginning at the end of twelve years of service in the Police Department, a payment of \$700.00.
3. Beginning at the end of eighteen years of service in the Police Department, a payment of \$1,050.00.

Payments for longevity became effective July 1, 1985. Amounts paid under the longevity plan shall be in addition to the regular salary and shall not be used in determining the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

B. For employees hired after July 1, 1994:

1. Effective on July 1, 1998, starting salary shall be \$ 26,250, per annum;
2. Effective upon completion of the Police Academy, the salary rate shall be \$ 27,442, per annum; provided however, that employees who are hired after having already completed Police Academy Training shall be paid at the rate of \$27,442 per annum, and shall be credited with their Police Academy Training as if they had been City employees during same.

3. After their first year of employment, officers shall enter the existing wage step scale.
4. Effective July 1, 2001, the negotiated percentage increase as set forth in paragraph A above shall be applied to said schedule, and thereafter.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

SECTION 3.

A. A Police Officer, Sergeant, or Lieutenant assigned to perform duties out of title in rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3 a. of the Rules for Administration of the Police Pay Plan.

B. Assignment under this provision shall, insofar as practical, be made on a monthly shift basis.

C. In those cases of vacation, illness, or emergency conditions, assignment may be for shorter periods.

D. In event of vacation or any absence of more than five days or more than a forty-hour week, assignment under this Section shall be required. In no event will assignment and payment for out-of-rank pay be required for a period of less than five work days or a forty-hour work week. No assignment for out-of-rank pay shall be required for a Sergeant or Lieutenant who is off duty for a period of more than two weeks consecutively.

E. Assignment under this section shall be made by the Police Chief.

SECTION 4. All uniformed members of the Police Department shall be paid their accumulated time, overtime and holiday pay when earned. All members of the bargaining unit shall be paid their overtime in the first paycheck after the first full pay

period following submission of their overtime slips.

SECTION 5. Overtime shall be defined as the time commencing after a regular eight-hour shift. However, overtime shall not commence until 15 minutes after the end of the regular shift if the activity engaged in could reasonably have been completed during the regular shift as determined by the supervisor of the shift.

SECTION 6. At retirement a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives a benefit from the State Retirement System outlined under Article 10, Section 4(2) of the Contract, he or she shall not be eligible to receive cash for unused sick leave as described in this Section.

SECTION 7. Any officer who is ordered to return to duty after having completed his/her regular tour of service shall be guaranteed compensation at the rate of time and one-half of his/her regular hourly rate for a minimum period of two (2) hours, effective on June 30, 1992.

SECTION 8. Effective on July 1, 2001, all members of the bargaining unit, assigned to the evening (3:00 p.m. - 11:00 p.m.) or night shift (11:00 p.m. - 7:00 a.m.), shall be guaranteed, and shall receive, line-up pay in the amount of \$1,600.00 per year; all other members of the bargaining unit shall be guaranteed, and shall receive, line-up pay in the amount of \$1,200 per year. Lineup pay is payable on or before December 1st of each year. The parties further agree that pro-ration of the payment of line-up pay may be made if an employee fails to report to line-up for thirty (30) consecutive days.

SECTION 9. Effective July 1, 2001, officers required to carry a pager or other electronic device, and who do not have the option of refusing to a page, shall receive one thousand (\$1,000) dollars per year, to be paid with line-up pay.

SECTION 10. Effective December 22, 2003, Field Training Officers shall receive compensation of fifty (\$.50) cents per hour for each hour that a Field Training Officer works with a recruit.

ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. For Police Officers, the work day shall consist of eight consecutive hours and a work week shall consist of five consecutive work days. A Police Officer's work week shall be scheduled such that the Officer shall receive two (2) consecutive rest days, including during periods of required training. However, this rule of scheduling is modified as follows:

(i) There is no guarantee of two (2) consecutive rest days:

1. At the time of annual shift changes;
2. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations; and
3. When a Police Officer voluntarily requests training.

SECTION 2. All other conditions relating to work day and work week shall be as presently exist except that the time of shift change shall be:

- A-Shift - 11:00 P.M. to 7:00 A.M.
- B-Shift - 7:00 A.M. to 3:00 P.M.
- C-Shift - 3:00 P.M. to 11:00 P.M.

SECTION 3. Except as provided under Paragraph "C" of Section 2 of Article 6, and Article 15, all provisions or allowances for compensatory time shall be eliminated. Officers shall receive overtime pay at the rate of time and one-half in place of compensatory time off, without option. A minimum compensation of two hours for court appearances required by City, County, State or Federal Agencies by subpoena shall be paid at the rate of time and one-half. When an officer reports for court appearances, he or she shall sign in at the Police desk in the Police Department and when he or she leaves, he or she shall sign out at the same location. Payment for his or her time in court shall be computed from this record over the Officer's signature after verification by his or her Supervisory Officer.

ARTICLE 6 - LEAVE

SECTION 1.

A. Annual leave shall continue as presently stated in the existing leave rules of the City as follows:

LEAVE CREDIT	LENGTH OF SERVICE
1 1/2 days for each month of service	1 - 3 years inclusive
1 3/4 days for each month of service	4 - 6 years inclusive
2 days for each month of service	7 - 11 years inclusive
2 1/4 days for each month of service	12 - 17 years inclusive
2 1/2 days for each month of service	18 years or more

B. For those employees hired after July 1, 1994, the annual leave schedule shall be as follows:

LEAVE CREDIT	LENGTH OF SERVICE
10 days	Year 1
10 days	Year 2
12 days	Year 3
12 days	Year 4
15 days	Year 5
18 days	Year 6

Thereafter, the regular contract leave schedule shall apply.

C. The City agrees to amend the Leave Rules to provide up to a ten (10) day carryover of annual leave from calendar year to calendar year.

D. Sick leave shall continue as presently stated in the existing Leave Rules of the City.

E. Each full-time employee of the Watertown Police Department shall be entitled to take one (1) day of personal leave with pay to attend to pressing personal matters. Such personal days may be used in either half day or full day increments, as long as the request does not impede the department's ability to fulfill its mission.

SECTION 2.

A. Holidays shall be granted as presently stated in the Leave Rules of the City. If a holiday falls within an assigned vacation period of a member, he is to be paid for eight additional

hours for the holiday.

B. Except as provided under Paragraph "c" of this Section, members shall be paid in cash at double time rate for holiday time and shall not be credited with compensatory time off.

C. Effective January 1, 1986, members shall have the option of taking up a eighty-eight (88) hours in compensatory time off in lieu of cash payments at double time rate for holidays. Such compensatory time must be taken in the calendar year earned and may not be carried over from calendar year to calendar year. Such compensatory time can be used in either daily or hourly increments, provided manpower strength is sufficient and supervisory approval is obtained. At least two weeks prior to January 1st, all members must use the number of holidays from one to eleven for which they elect to receive compensatory time off in lieu of double time rate. Any unused balances of compensatory time existing at the end of the calendar year shall be lost.

SECTION 3. Members of the Association who are designated by the Association to represent it at the yearly State-wide convention and monthly meetings of the Association shall be permitted to do so without charge to leave time provided that no more than three members shall be off duty at any one time and provided that the maximum time off for the year in any combination shall be no more than thirty-two days.

SECTION 4.

A. The City agrees to continue its rules for sick leave to provide that employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated for at least three days must be presented for this provision to effective.

B. The City agrees to amend its Leave Rules to provide three (3) days of bereavement leave per death in the immediate family. "Death in the immediate family" is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, and brother or sister-in-law.

SECTION 5. Vacations will be assigned on a seniority basis. The member must sign up for not less than five days of continuous

vacation to hold his place in the vacation or leave roster.

SECTION 6. When time off is given to employees of the Municipal Building and the offices of such building are closed on special occasions, members of the Police Department will be given a credit of equivalent time. This time is to be compiled at the employee's regular hourly rate of pay. Under the provisions of this Section, the special occasion shall not include or apply to the closing of the offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday, or closings due to an emergency situation. The closing of the Municipal Building for emergency situations shall be the sole discretion of the City Manager or his representatives.

ARTICLE 7 - SENIORITY

SECTION 1. Vacation and compensatory time off shall be governed by seniority.

SECTION 2. Permanent appointment for Police Officers shall be given in conformity with New York State Civil Service and Training Laws and Regulations of the Watertown Municipal Civil Service Commission, upon satisfactory completion of six months of work from the effective date of the probationary appointment and required schooling under New York State Training Laws for Police Officers.

SECTION 3. Permanent appointment for Sergeants, and Lieutenants, shall become effective twelve months from the date of probationary appointment.

ARTICLE 8 - GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of its members to appear in their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right of representatives of the Association to visit City facilities and to visit and confer with members of the Association for purposes of conferring on conditions, policies and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided by the City for

that purpose in the Squad Room of the Police Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

SECTION 5.

A. Grievance Procedures as adopted by resolution of the City Council on September 30, 1963, shall be applicable to the handling of grievances under its conditions and terms as set forth in that resolution as modified by this Agreement in Paragraph "B" of this Section. A copy of this resolution and procedures is attached and made a part of this agreement.

B. The Grievance Procedure as adopted by the resolution of the City Council on September 30, 1963 is modified by the deletion of Section 4 and the substitution of the following: In the event of a disagreement between a unit employee and the City, or between the Association and the City, as to the interpretation or performance of the express terms of this Agreement, or as to the benefits provided thereunder, said disagreement, unless specifically excluded by this Agreement, shall be resolved in accordance with the dispute resolution procedure hereinafter set forth.

STEP 1. In the event of a disagreement between a unit employee and the City or between the Association and the City, such a grievance shall be reduced to writing by the aggrieved employee or the Association, and presented by the Association to the Chief of Police within ten (10) calendar days of when the grievance occurred or when the person or party reducing the grievance to writing reasonably should have known of its occurrence. The Chief of Police shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 2. If the Chief's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the City Manager. The City Manager

shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 3. If the City Manager's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the City Manager's response, submit a Demand for Arbitration to the New York State Public Employment Relations Board in accordance with PERB's Voluntary Dispute Resolution Procedure. The Arbitrator's decision shall be final and binding upon the City, the Association and all unit employees.

C. The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.

D. Expenses for the Arbitrator's services shall be shared equally by the City and the Association.

E. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may have a transcript made at its own expense.

F. Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the City, by mutual agreement, in writing.

SECTION 6. No grievance shall be initiated after the close of the contract year in which the alleged grievance occurred, except that alleged grievances occurring in June may be instituted within thirty days after the close of the contract year in which the grievance is alleged to have occurred.

SECTION 7. Any disputes arising in the administration and/or interpretation of this Agreement will be first addressed through the procedures as set forth herein. Both parties agree that this provision shall be binding on their respective members. Further, both parties agree to mutually pay any or all costs resulting from violation of this section.

SECTION 8. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a board and through the procedures as provided under the Act.

SECTION 9. All practices, policy, customs and/or terms and conditions of employment beneficial to employees which are not

specifically provided for elsewhere in this Agreement and which are the subject of mandatory negotiations shall remain in effect for the duration of this Agreement, unless mutually agreed to otherwise between the City and the Association. It is expressly understood by both parties that such past practices shall be only those in effect from the date of February 10, 1986. It is expressly understood by both parties that this clause shall not in any way apply to management's rights to administer the department.

ARTICLE 9 - DISCIPLINARY PROCEDURES

In lieu of Section 75 of the Civil Service Law, a disciplinary proceeding shall be brought in front of a neutral third party mutually selected by the parties from a list supplied by the New York State Public Employment Relations Board.

ARTICLE 10 - RETIREMENT

SECTION 1. The City agrees to provide the State non-contributory retirement plan for Police Officers generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for Police Officers a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Police Officers the benefits provided under the provisions of subdivision F of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Police Officers the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. World War II veterans' service credit under Section 341, subdivision K.
2. Allowance for unused sick leave credit, Section 341, subdivision J.
3. Guaranteed ordinary death benefit under Section 360-B.
4. The twelve month final average salary provision for computation of retirement benefits under Section 302, subdivision 9 D.

SECTION 5. The City agrees, in addition to the retirement

benefits provided under Sections 1, 2, 3, and 4 above, to provide for Police Officers the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year Retirement under Section 384-D.
2. Non-contributory improved career plan under Section 375-I.

ARTICLE 11 - SELF-INSURANCE PROGRAM

(1) Effective July 1, 1992, and until otherwise mutually agreed through collective negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self-Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

(2) All benefits, terms, conditions and coverages under the self-funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage currently provided to the PBA through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

(3) A separate Account shall be established by the City specifically for the funding and administration of this self-insurance program.

This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account.

The City has agreed to absorb, in the General Fund, all service charges (which are presently \$13.00/mo.), and all wire transfer charges (which are presently \$8.00/ea.) related to this Account.

The City agrees that all moneys in this Account will remain intact and be used for the sole purpose of the self-insurance Program.

Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period had passed.

(4) The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self-insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this

factor is user to convert individual premium to family premium).

Add this to the number of individual contracts.

That equals the amount of covered lives.

Multiply # of covered lives x 12 = # of covered lives per year.

Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year.

That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium.

If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

- (5) a. Effective October 1, 2004, the Health Insurance Premium Payments shall be twelve (12%) percent of the premium costs.
- b. Effective December 22, 2003, the duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:
 - i. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
 - ii. All employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which shall be in the same amount that active employees are obligated to pay which has been the City's past practice.
- c. that in consideration of the PBA's acquiescence to

this Program, the City agrees that the Association shall have the unfettered right to seek the elimination of co-pay through Interest Arbitration.

(6) An Insurance Review Advisory Committee will be established no later than July 1, 1992, which shall consist of eight (8) people:

- two (2) from each of the three (3) unions
- two (2) from the City of Watertown.

The purpose of this Advisory Committee shall be to review all activity of this self-insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

a. Discussion by Advisory Committee

b. Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.

c. Advisory Committees will meet again to discuss the various recommendations from the unions' memberships.

d. If there is unanimous consent of all three unions, such items go to the City Council, for approval.

e. If recommendations are rejected by the City Council, items of common interest will remain the same.

Nothing herein however shall preclude the PBA from addressing with the City, during negotiations for successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the PBA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the PBA's sole and exclusive right to bargain for its members, in successor Contract negotiations, regardless of whether the other unions and/or the Advisory Committee agrees or disagrees with the PBA's demands, and nothing herein shall be deemed to be a waiver, by the PBA, of said right.

(7) A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee.

The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or a non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course.

A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction.

This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

(8) The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file / history / diagnosis / prognosis and/or records, without express written consent.

(9) Effective July 9, 1998, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). In the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500.00 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500.00 and the amount over \$1,500.00 (which is eligible for reimbursement).

(10) Effective July 1, 2006, the per prescription co-pay for prescription drugs shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10) for preferred brands and thirty dollars (\$30) for non-preferred brands. Additionally, a mail order pharmacy option shall be provided which will allow purchase of maintenance prescription drugs with a co-pay of \$2.50 for generic drugs and \$7.50 for brand name prescription drugs.

(11) The City offers a Section 125 payment plan for health insurance expenses for all unit members who contribute towards health insurance coverage. Effective December 22, 2003, Child Care expenses will also be included in this plan.

(12) For all employees hired on or after June 9, 1998, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

(13) For employees hired after June 9, 1998, retirement medical insurance paid for by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

(14) Major Medical Deductible: There shall be a deductible of \$100.00 per person covered by the employee's plan; calculated and deducted based on 80/20 percent; total annual deductible shall be up to \$300.00 per family plan.

(15) Health Insurance Buy-Out: Effective October 1, 2004 there shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

(16) Medical Visit Copays: Effective and retroactive to July 1, 2010, co-payments for medical visits to participating providers shall be seven (\$7.00) dollars per visit. Co-payments for medical visits to non-participating providers shall be fifteen (\$15.00) dollars per visit.

(17) Effective December 22, 2003, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of a 30-day limit on inpatient psychiatric and mandatory pre-certification of inpatient admissions.

(18) Deductibles: Effective July 1, 2006, the annual per person deductible shall be \$120. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual family deductible of \$360.

ARTICLE 12 - NOTICE OF CHANGE IN CONDITIONS

The City shall notify the Association at least seven days in advance of any change in working methods or conditions except when such change is unavoidable or required because of an emergency or major disaster.

ARTICLE 13 - SAFETY PROGRAM

An Advisory Safety Committee shall be established within the Police Department consisting of three persons appointed as follows:

1. One member appointed by the Watertown Police Benevolent Association, Inc.
2. One member appointed by the Police Chief.
3. One member appointed jointly by the Police Benevolent Association and the Police Chief.

The Committee shall review, study and make recommendations to the Police Chief and the City Manager on activities within the Department relating to safety, such as but not limited to vehicular safety, building safety and building security.

Periodic meetings shall be held by the Committee within regular work hours. The frequency of meetings shall be determined by the Committee. The suggestions of the Committee shall be stated in writing to the Police Chief for his review and for the consideration of the City Manager.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

SECTION 1. Police Officers shall not be required to pick up dead, sick, lost or stray animals in patrol cars

SECTION 2.

A. Effective July 1, 1990, the city implemented a Quarter Master System for the purchase and replacement of uniform items. Effective July 1, 1990 the City shall be responsible for purchasing initial uniform acquisition for new employees employed by the City Police Department.

B. Effective July 1, 1992 the City shall provide to each full-time employee of the Plainclothes Division a Five Hundred Dollar (\$500.00) clothing allowance for the purchase and

maintenance of his or her uniform.

C. Effective July 1, 1999 each officer shall receive a Five Hundred Dollar (\$500.00) per year uniform cleaning allowance. Effective July 1, 2001, the uniform cleaning allowance has been incorporated into the Police Pay Schedules. Each employee shall be responsible to maintain his or her uniform in a suitable fashion. Non-compliance with this section shall be the determination of the Police Chief and shall be subject to appropriate disciplinary action.

D. Uniform articles shall be replaced by the City if damaged in any way while in the course of duty, or for normal wear and tear.

E. The City shall replace eyeglasses and dentures of Police Officers, lost or broken in the line of duty, upon approval of the Chief of Police.

SECTION 3. The City agrees to assign a work schedule for the American Corner post in such a manner that a Police Officer shall not be assigned to stand on the American Corner between the hours of: 6:00 P.M. and 7:00 A.M. January through December.

SECTION 4.

A. Except as provided under Paragraph b of this Section, all vacancies in the Department shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

B. The City, at its option, shall have the right to fill vacancies for the entry level position of Police Officer through transfers of Bureau of Municipal Police Certified, Civil Service Police Officers in accordance with Section 58 of the New York State Civil Service Law. Such transfers shall be for entry level positions of Police Officer only and shall not apply to supervisory positions covered under this Agreement. Vacancies for supervisory positions shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

SECTION 5. It is agreed by and between the parties hereto that this Agreement may be reopened for the purpose of considering any new matters and issues which may arise during the life of the Contract.

SECTION 6. Within annual budget appropriations of the Police Department; the City agrees to pay tuition at the rate of one

course per semester at an accredited college for any Police Officers taking police related training subjects in the event that Federal L.E.E.P. Funds are exhausted. In no event shall payment be made by the City for tuition for a course without approval prior to enrollment obtained from the City Manager.

SECTION 7. Correspondence from the Watertown Police Benevolent Association, Inc. to the City Manager shall be answered by the City Manager within ten days of its receipt.

SECTION 8. Both parties agree that this Contract constitutes the present entire Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

SECTION 9. Should new or future revisions to the Disciplinary Rules of the Watertown Police Department become necessary, it is agreed that such revisions shall be accomplished through work of a committee made up of members from the Association and members appointed by the City Manager.

SECTION 10. Both parties agree that this Contract constitutes the full and entire agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. No verbal statement or other agreement in whatever form except as an amendment to this Agreement specifically designated as an amendment thereto shall supersede or vary as the case may be, any provisions of this Contract. Any prior written or verbal commitments between the City and the Watertown Police Benevolent Association, Inc. or any individual employees in the bargaining unit is hereby superseded.

SECTION 11.

A. Effective July 1, 1987 the City shall make available a five thousand dollar (\$5,000.00) bonus retirement plan for employees with the Department who have twenty (20) years of time in the New York State Police Retirement System. Every officer who reaches his or her twentieth year in the Retirement System shall also be entitled to take advantage of this five thousand dollar (\$5,000.00) bonus plan. For the purpose of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Police Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

First Year- \$5,000.00

Second Year- \$4,000.00
Third Year- \$3,000.00

Effective upon execution of this Agreement, no future new hires will be eligible to receive this Retirement Bonus.

B. Police Officers who wish to participate in the bonus retirement plan must notify the City and the New York State Retirement System by January 1st of the calendar year. Police Officers who elect to participate in the bonus retirement plan and who notify the City by the first of the calendar year may not retire from active employment until after July 1st of the following fiscal year (July 1 through June 30).

SECTION 12. GML Section 207-c: The parties incorporate by reference the attached City of Watertown Section 207-c Procedures as negotiated between the parties hereto, during the course of negotiations for this agreement.

SECTION 13. The parties agree to establish a joint advisory committee to review and streamline departmental rules and regulations.

SECTION 14. Deferred Compensation - Upon the completion of five years of service, individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and two (2) holidays and convert them into the City's 457 Plan.

SECTION 15. To provide for a more physically fit workforce, the City desires to implement physical fitness standards for all **new** hires within one year of the signing of this agreement. To accomplish this goal, the parties agree to immediately open negotiations limited to the establishment of such physical standards, such that the terms and conditions of employment related to such standards can be agreed upon prior to their implementation.

ARTICLE 15 - COMPENSATORY LEAVE TIME

A. Effective upon the execution of this Agreement, Unit members may opt to earn compensatory leave time in lieu of overtime, as detailed below. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay.

B. In accordance with "A" above, Officers shall be permitted to continuously accumulate up to forty (40) working

hours of compensatory leave time per year, to a maximum of 60 hours (40 x 1.5), per year. As time is taken, said totals may be replenished throughout the year on a rolling basis, but must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. The granting of this time off shall be at the discretion of the Chief; and shall not generate additional overtime or 'pyramiding.' Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

ARTICLE 16 - REQUIREMENTS OF STATE LAW

SECTION 1. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

DATED: _____

CITY OF WATERTOWN, NEW YORK

BY: _____

Mayor

DATED: _____

WATERTOWN POLICE BENEVOLENT
ASSOCIATION, Inc.

BY: _____

President

SCHEDULE A

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2009

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	44,110	46,144	48,274	50,520	52,873	55,341
POLICE DETECTIVE	P8		50,520	52,873	55,341	57,719	60,204
POLICE SERGEANT	P10		55,341	57,719	60,204	62,832	65,581
POLICE LIEUTENANT	P14	62,832	65,581	68,469	71,503	74,687	78,032

ACADEMY PAY RATE 38,255
 ACADEMY COMPLETION RATE 39,961

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2009

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)
 YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	21.21	22.18	23.21	24.29	25.42	26.61
POLICE DETECTIVE	P8		24.29	25.42	26.61	27.75	28.94
POLICE SERGEANT	P10		26.61	27.75	28.94	30.21	31.53
POLICE LIEUTENANT	P14	30.21	31.53	32.92	34.38	35.91	37.52

LONGEVITY PAYMENTS: ACADEMY PAY RATE 18.39
 AFTER 6TH YEAR \$350 ACADEMY COMPLETION RATE 19.21
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2009

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	21.38	22.35	23.38	24.46	25.59	26.78
POLICE DETECTIVE	P8		24.46	25.59	26.78	27.92	29.11
POLICE SERGEANT	P10		26.78	27.92	29.11	30.38	31.70
POLICE LIEUTENANT	P14	30.38	31.70	33.09	34.55	36.08	37.69

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2009

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	21.55	22.52	23.55	24.63	25.76	26.95
POLICE DETECTIVE	P8		24.63	25.76	26.95	28.09	29.28
POLICE SERGEANT	P10		26.95	28.09	29.28	30.55	31.87
POLICE LIEUTENANT	P14	30.55	31.87	33.26	34.72	36.25	37.86

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2009

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	21.71	22.68	23.71	24.79	25.92	27.11
POLICE DETECTIVE	P8		24.79	25.92	27.11	28.25	29.44
POLICE SERGEANT	P10		27.11	28.25	29.44	30.71	32.03
POLICE LIEUTENANT	P14	30.71	32.03	33.42	34.88	36.41	38.02

SCHEDULE B

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2010

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	45,213	47,298	49,481	51,783	54,195	56,725
POLICE DETECTIVE	P8		51,783	54,195	56,725	59,162	61,709
POLICE SERGEANT	P10		56,725	59,162	61,709	64,402	67,220
POLICE LIEUTENANT	P14	64,402	67,220	70,181	73,290	76,554	79,983

ACADEMY PAY RATE 39,211
 ACADEMY COMPLETION RATE 40,960

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2010

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	21.74	22.74	23.79	24.90	26.06	27.27
POLICE DETECTIVE	P8		24.90	26.06	27.27	28.44	29.67
POLICE SERGEANT	P10		27.27	28.44	29.67	30.96	32.32
POLICE LIEUTENANT	P14	30.96	32.32	33.74	35.24	36.80	38.45

LONGEVITY PAYMENTS:

AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 18.85
 ACADEMY COMPLETION RATE 19.69

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2010

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	21.91	22.91	23.96	25.07	26.23	27.44
POLICE DETECTIVE	P8		25.07	26.23	27.44	28.61	29.84
POLICE SERGEANT	P10		27.44	28.61	29.84	31.13	32.49
POLICE LIEUTENANT	P14	31.13	32.49	33.91	35.41	36.97	38.62

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2010

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.08	23.08	24.13	25.24	26.40	27.61
POLICE DETECTIVE	P8		25.24	26.40	27.61	28.78	30.01
POLICE SERGEANT	P10		27.61	28.78	30.01	31.30	32.66
POLICE LIEUTENANT	P14	31.30	32.66	34.08	35.58	37.14	38.79

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2010

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.24	23.24	24.29	25.40	26.56	27.77
POLICE DETECTIVE	P8		25.40	26.56	27.77	28.94	30.17
POLICE SERGEANT	P10		27.77	28.94	30.17	31.46	32.82
POLICE LIEUTENANT	P14	31.46	32.82	34.24	35.74	37.30	38.95

SCHEDULE C

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	46,117	48,244	50,471	52,818	55,279	57,859
POLICE DETECTIVE	P8		52,818	55,279	57,859	60,345	62,943
POLICE SERGEANT	P10		57,859	60,345	62,943	65,690	68,565
POLICE LIEUTENANT	P14	65,690	68,565	71,584	74,756	78,085	81,582

ACADEMY PAY RATE 39,995
 ACADEMY COMPLETION RATE 41,779

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2011

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)
 YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.17	23.19	24.26	25.39	26.58	27.82
POLICE DETECTIVE	P8		25.39	26.58	27.82	29.01	30.26
POLICE SERGEANT	P10		27.82	29.01	30.26	31.58	32.96
POLICE LIEUTENANT	P14	31.58	32.96	34.42	35.94	37.54	39.22

LONGEVITY PAYMENTS: ACADEMY PAY RATE 19.23
 AFTER 6TH YEAR \$350 ACADEMY COMPLETION RATE 20.09
 AFTER 12TH YEAF \$700
 AFTER 18TH YEAF \$1,050

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.34	23.36	24.43	25.56	26.75	27.99
POLICE DETECTIVE	P8		25.56	26.75	27.99	29.18	30.43
POLICE SERGEANT	P10		27.99	29.18	30.43	31.75	33.13
POLICE LIEUTENANT	P14	31.75	33.13	34.59	36.11	37.71	39.39

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.51	23.53	24.60	25.73	26.92	28.16
POLICE DETECTIVE	P8		25.73	26.92	28.16	29.35	30.60
POLICE SERGEANT	P10		28.16	29.35	30.60	31.92	33.30
POLICE LIEUTENANT	P14	31.92	33.30	34.76	36.28	37.88	39.56

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	22.67	23.69	24.76	25.89	27.08	28.32
POLICE DETECTIVE	P8		25.89	27.08	28.32	29.51	30.76
POLICE SERGEANT	P10		28.32	29.51	30.76	32.08	33.46
POLICE LIEUTENANT	P14	32.08	33.46	34.92	36.44	38.04	39.72

December 15, 2009

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Selecting Avalon Associates, Inc. as the City of Watertown's Small Cities CDBG and HOME Consultant

The Small Cities Community Development Grant Program requires that consultants used to implement grant programs be selected by a Request For Proposal (RFP) process. Contracts can be awarded to the selected consultant for up to three years. After that, a new RFP must be issued.

On November 13, 2009, an RFP was issued requesting proposals from consultants to write grant applications and implement the programs, if funded, under the CDBG program and the HOME Investment Partnership Program. The housing programs under HOME are operated in a similar manner to those under the CDBG program. The RFP was sent to six consultants and a public notice was published in the Watertown Daily Times.

One response to the RFP was received from Avalon Associates, Inc. Avalon Associates has been working with the City since 1999. They have written 36 applications for us. Thirty-two of them have been funded for a total of \$14,756,534. Avalon certainly meets our qualifications and with this track record, there is no reason not to designate them as the City of Watertown's Small Cities CDBG and HOME consultant.

In all of their communities, Avalon Associates hires someone locally to do the daily program operations. In Watertown, it has been Neighbors of Watertown, Inc. Utilizing the expertise of Avalon and Neighbors of Watertown has resulted in a very well-run program delivery system.

The resolution prepared for City Council consideration selects Avalon Associates, Inc. for a three-year period (2010, 2011, and 2012) as the City's Community Development consultant for the CDBG and HOME programs. This does not bind the City to contracting with them for each of the three years. A contract will be presented for City Council approval each year.

RESOLUTION

Page 1 of 1

Selecting Avalon Associates, Inc. as the City of Watertown's Small Cities CDBG and HOME Consultant

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS it has been determined that the City of Watertown will need assistance from a qualified Community Development Consultant for the preparation of application materials and, if the applications are successful, for the administration and implementation of grants from the Small Cities Community Development Block Grant Program and HOME Investment Partnerships Program, and

WHEREAS a Request for Proposals was issued on November 13, 2009, seeking proposals from qualified consultants and a single proposal was received from Avalon Associates, Inc., Glens Falls, New York, and

WHEREAS the proposal from Avalon Associates has been reviewed and it has been determined that their selection will be in the best interest of the City,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby selects Avalon Associates, Inc. as its Community Development consultant for the Small Cities Community Development Block Grant Program and HOME Investment Partnerships Program for a period of up to three years (2010, 2011, and 2012), and

BE IT FURTHER RESOLVED that it will be at the City's discretion as to whether or not it enters into a contract with the selected consultant during each of the three years.

Seconded by

December 15, 2009

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Adopting Revised Guidelines and Administrative Procedures for the Rental Rehabilitation Program

On September 21, 2009, the City Council approved the Agreement with the New York State Housing Trust Fund Corporation for the 2009 Small Cities Community Development Block Grant. This grant will provide funds to continue the city-wide rental rehabilitation program with priority given to upper floors in the downtown area. This program was started with the 2008 grant. Guidelines and Administrative Procedures were adopted for it on January 20, 2009.

Minor changes are proposed in the Guidelines and Administrative Procedures for this year's grant as follows:

1. Several definitions were changed in Section 2 to match the terms used in the HOME program and clarify the income limits that apply to each funding source.
2. Section 3.3 has been modified and Section 6.5 has been deleted to allow the use of any other federal or state funding with projects that are completed under this program.
3. Section 4.1 has been modified to include any work required to deal with radon gas contamination as a Priority I improvement.
4. Sections 4.2 and 4.4(d) have been modified to clarify options for audits required to identify energy related improvements that will be included in projects completed under this program.
5. Section 4.5 has been modified to eliminate the prohibition against the rehabilitation of non-residential spaces under this program.
6. Section 5 has been revised to clarify the financing that is available for rehabilitation of rental apartments and creation of new apartments in downtown commercial buildings.
7. The selection criteria in Section 5.4 have been revised to reflect the different income limits applicable to CDBG and HOME funding.
8. The sale and rent limitations in Sections 6.3 and 6.5 have been revised to reflect the longer regulatory periods for projects involving new apartments in downtown commercial buildings.

9. Section 8.2 has been revised to clarify the use of tax returns as a basic form of income documentation for all projects that are considered under this program.
10. A new Green Rehabilitation Plan has been included in Appendix C.
11. Several forms have been modified to reflect the changes outlined above.

Enclosed with each City Council Member's agenda package is a copy of the proposed revised Guidelines and Administrative Procedures.

A resolution has been prepared for City Council consideration that adopts the revised Guidelines and Administrative Procedures for the City's rental rehabilitation program.

RESOLUTION

Page 1 of 1

Adopting Revised Guidelines and Administrative Procedures for the Rental Rehabilitation Program

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has received Small Cities Community Development Block Grant funding from the New York State Office of Community Renewal to implement a local rental rehabilitation program, and

WHEREAS the City has agreed to administer that program in compliance with rules and regulations established by the U.S. Department of Housing and Urban Development and published in the Code of Federal Regulations at 24 CFR Part 570, and

WHEREAS local Guidelines and Administrative Procedures were developed for a similar program in 2008 and adopted by the City Council at its regular meeting on January 20, 2009, and

WHEREAS revisions have been made to the Guidelines and Administrative Procedures, a copy of which is attached and made part of this resolution, to reflect changes in the program that are required by the funding agency,

NOW THEREFORE BE IT RESOLVED that the revisions to the Guidelines and Administrative Procedures for the City of Watertown’s Rental Rehabilitation Program are hereby adopted and shall become effective immediately for all rental rehabilitation activities conducted with Small Cities Community Development Block Grant funding in the City of Watertown.

Seconded by

Public Hearing - 7:30 p.m.

December 15, 2009

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Request for a Special Use Permit to Allow a Tattoo and Body Piercing Studio at 839 State Street, Parcel No. 06-09-201.000

The City Council has scheduled a public hearing on the above subject request for 7:30 p.m. on Monday, December 21, 2009.

The Planning Board reviewed the request at its December 1, 2009 meeting and adopted a motion recommending that the City Council approve this Special Use Permit. Attached is a copy of the report prepared for the Planning Board and an excerpt from its 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 tattoo and body piercing studio will not have a negative environmental impact and approves the Special Use Permit.

RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by Lou A. Bedford and Ken Bedford to Allow a Tattoo and Body Piercing Studio at 839 State Street Parcel No. 06-09-201.000.

Council Member BURNS, Roxanne M.
Council Member BURTO, Jason R.
Council Member BUTLER, Joseph M. Jr.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

Council Member Jeffrey M. Smith

WHEREAS Lou A. Bedford and Ken Bedford have made application for a Special Use Permit to allow a tattoo and body piercing studio at 839 State Street, Parcel No. 06-09-201.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on December 1, 2009 and adopted a motion recommending that the City Council approve the request as submitted, and

WHEREAS a public hearing was held on the proposed Special Use Permit on December 21, 2009, after due public notice, and

WHEREAS the City Council has determined that the project is an Unlisted Action under SEQRA and has reviewed the Short Environmental Assessment Form, including responding to the questions in Part 2,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed tattoo and body piercing studio at 839 State Street is an Unlisted Action pursuant to SEQRA and that the use will not have a negative environmental impact, and

BE IT FURTHER RESOLVED by the City Council that a Special Use Permit is hereby granted to Lou A. Bedford and Ken Bedford for a tattoo and body piercing studio at 839 State Street, Parcel No. 06-09-201.000.

Seconded by Council Member Joseph M. Butler



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

FROM: Kenneth A. Mix, Planning and Community Development Coordinator

SUBJECT: Special Use Permit Approval – 839 State Street HAM

DATE: November 23, 2009

Request: Special Use Permit Approval to allow a Tattoo and Body Piercing Studio located at 839 State Street, Parcel number 06-09-201.000

Applicant: Lou A. Bedford and Ken Bedford

Proposed Use: Tattoo and Body Piercing Studio

Property Owner: Cheney Tire, Inc.

Submitted:

8 1/2" 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 is proposing to open a tattoo and body piercing studio at 839 State Street, parcel number 06-09-201.000. This parcel is in a Neighborhood Business Zoning District. A special use permit is required because this use is not specifically listed in the zoning ordinance and therefore falls under the "other uses" category. As stated in the zoning ordinance "other uses" in a Neighborhood Business require a special use permit. 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. The standards are in Section 310-52.3.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Engineer
Lou A. Bedford & Ken Bedford, 17532 County Rte. 75, Sackets Harbor, NY 13685
Tom Cheney, 839 State Street, Watertown, NY 13601



CITY OF WATERTOWN, NEW YORK
Special Use Permit Application

I. Applicant Information

Name: LOU A. BEDFORD & KEV BEDFORD

Mailing Address: 17532 COUNTY RTE. 75
SACKETS HARBOR, N.Y. 13685

II. Property Information

Address: 839 STATE STREET WATERTOWN, N.Y. 13601

Tax Parcel #: 6-009-201.000

Property Owner (if not applicant): CHEVEY TIRE INC.

If applicant is not owner, does applicant have a signed purchase agreement Yes No

Zoning District: NB

Attachments Required:

8 1/2" x 11" parcel map with tax parcel involved in request outlined with a thick black line

A sketch of the site drawn to an engineering scale (e.g. 1"=20', 1"= 30').

Completed Part I of an Environmental Assessment Form (SEQR)

III. Request Information

Proposed Use: TATTOO AND PIERCING STUDIO / GIFT SHOP

Explain Proposal: WE PROPOSE TO EXPAND OUR CURRENT BUSINESS BY OPENING A 2ND LOCATION AT THE ADDRESS ABOVE. WE WILL BE PROVIDING THE SERVICE OF APPLYING TATTOO AND BODY PIERCINGS BY USING MODERN, UP-TO-DATE EQUIPMENT AND PROCEDURES IN A HOSPITAL STERILIZED SETTING. WE WILL ALSO OFFER APPROVED AFTERCARE PRODUCTS AND ASSOCIATED GIFTS SUCH AS BODY JEWELRY, BELT BUCKLES, ETC. WE PROVIDE FULL CUSTOM DESIGNS WITH ALL ARTWORK COMPLETED ON PREMISES. WE WILL HAVE 2 PRIVATE ROOMS TO ENSURE OUR CLIENTS COMFORT. WE ARE AN UPSCALE STUDIO AND WE COMPLY WITH ALL REGULATIONS OF OUR INDUSTRY AND LAWS OF THE STATE.

Use additional 8 1/2" x 11" sheets as needed.

I certify that the information provided above is true to the best of my knowledge.

Signature:

[Handwritten Signature]

Date:

11/18/09

SPECIAL USE PERMITS

What It Is - A "Special Use Permit" is a special authorization by City Council vote of a particular land use subject to requirements imposed by the Zoning Ordinance. The purpose of the permit is to assure that the proposed use is in harmony with the Zoning Ordinance and regulations and will not adversely affect the neighborhood.

What The Process Is - The procedure for special use permits follows Section 27-b of the General City Law, the City Zoning Ordinance, 6 NYCRR Part 617 (SEQRA Regulations) and General Municipal Law Section 239. Special use permits are Subject to approval by the City Council after a recommendation by the City Planning Board.

What To Submit - One (1) "Special Use Permit Application" form; completely filled in. Be sure all requirements listed under *II. Property Information* on that form are provided. A non-refundable \$100.00 check, made payable to the City of Watertown, New York is also required.

Where To Submit - Special use permit applications, in complete form, shall be submitted to the City Engineer, 245 Washington Street, Watertown, NY 13601, at least two (2) weeks prior to the next scheduled Planning Board Meeting in order to be on that meeting's agenda.

Public Hearing Required - The City Council will conduct a public hearing within sixty-two days from the day an application is received.

Posting Notice on Property - The applicant shall post a sign provided by the Planning Department on the parcel to be affected by the proposal for a period of at least 2 weeks before the public hearing. The applicant shall submit an affidavit to the City Council stating that this requirement has been met.

Decision Deadline - The City Council will decide upon the application within sixty-two days after the hearing. The time may be extended by mutual consent. The decision of the City Council shall be filed in the office of the City Clerk within five days after such decision is rendered, and a copy thereof will be mailed to the applicant.

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

County Planning Board Review - Those applications that involve General Municipal Law Section 239, will be referred to the County Planning Board for review. A recommendation from that board is required before the City Council can take action.

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

Expiration - A Special Use Permit shall expire one year from the date it was granted by the City Council if the involved property has not been used for the approved use. A special use permit shall also expire immediately upon the cessation of the approved use on the involved property.

WORK ORDER #: 1290328

PAGE: 1

CUSTOMER: KEN BEDFORD
17532 CO RT 75

SHIP TO: SPIRIT ART II TATTOOS
839 STATE STREET
CHENEY MALL
WATERTOWN NY

SACKETS HARBOR, NY
13685

13601

WORK: 315/646-2480 @
SALESMAN: TOM CHENEY
WRK ORD DATE: 11/18/09

TERMS: DUE ON DELIVERY

PRODUCT	LCT	DESCRIPTION	QUANTITY	PRICE	EXTENSION
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TO WHOM IT MAY CONCERN: I HAVE KNOWN KEN BEDFORD FOR OVER 20 YEARS. WELCOME HIM AND HIS STAFF TO JOIN US IN CHENEY MALL DBA SPIRIT ART II TATTOOS. AS YOU KNOW I TAKE PRIDE IN OUR MALL AND OUR REPUTATION AND I AM VERY SELECTIVE WHO I LEASE OFFICE SPACE TO. CONSIDERING OUR CUSTOMER BASE I FEEL A PROFESSIONAL TATTOO AND BODY PIERCING BUSINESS IN OUR MALL WILL BE VERY BENEFICIAL FOR ALL PARTIES INVOLVED.

THANK YOU

TOM CHENEY

WORK ORDER TOTAL: 0.00

HEAD REMAINING: LF _____ RF _____ LR _____ RR _____
 TANK YOU NOTE _____ MONTHLY SPECIAL _____
 FRONT END _____ BRAKES _____
 DATE INSPECTION _____ SHOCKS _____
 SEASON PREP _____ TIRE ROTATION _____
 MONTHLY SPECIAL _____

NORTH

STREET

STATE

49.5

99

811 813

817

821

823 825

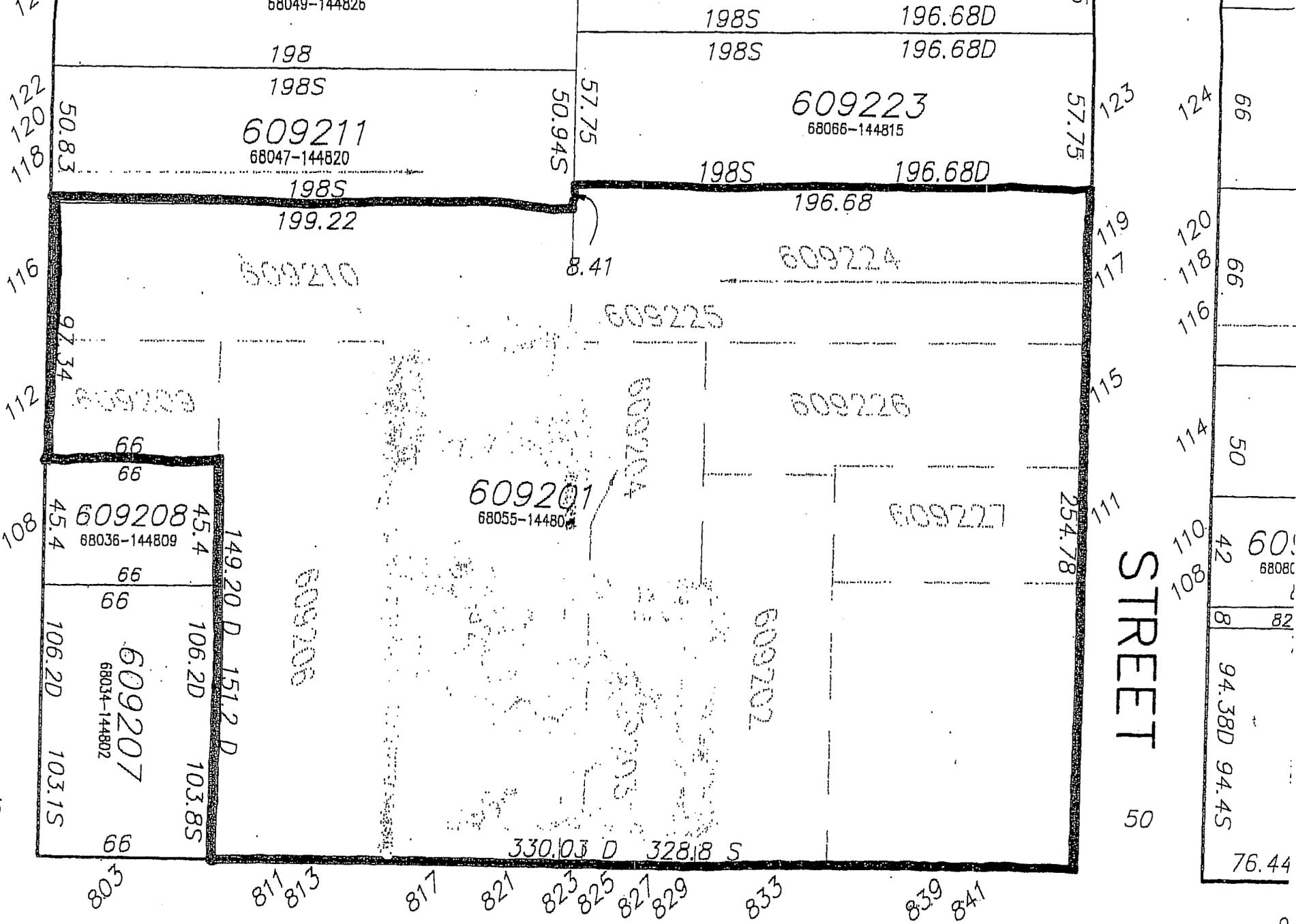
827 829

833

839

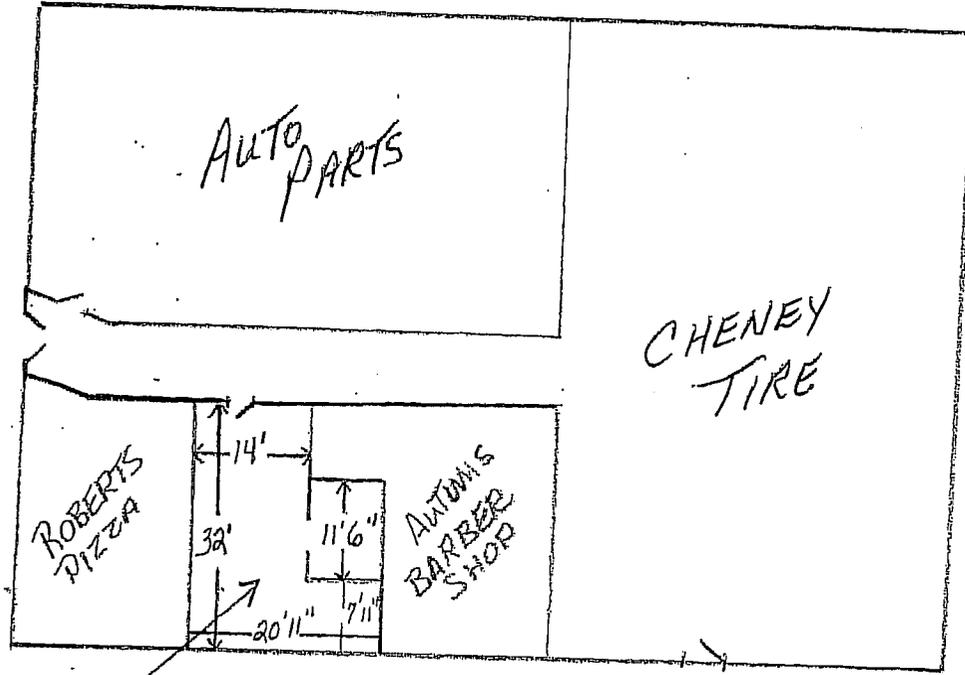
841

0



N. RUTLAND

CENTRAL ST.



CHENEY MALL

STATE STREET

PROPOSED LOCATION
SPIRIT ART II

SCALE: 1" = 20'

PLANNING BOARD MEETING: DEC 1, 2009
SPECIAL USE PERMIT REQUEST – 839 STATE STREET,
PARCEL NO. 06-09-201.000

The Planning Board then considered a Special Use Permit submitted by Lou A. Bedford and Ken Bedford to allow a tattoo and body piercing studio located at 839 State Street, Parcel No. 06-09-201.000. Lou and Ken Bedford were present to represent this project. Ken Bedford said that they were expanding their operations from their Sackets Harbor location and decided to do it on this side of town in order to separate the two locations by distance.

Mrs. Freda inquired about the hours of operation and said that according to the sign on the door, they would be closing at 9:00 p.m. Ken Bedford confirmed that this is correct and that they had concerns with clients coming in after the hours of 9:00 p.m. because it was a high likelihood that the client may be intoxicated. Both Ken and Lou Bedford explained that they would not give someone a tattoo who is in an intoxicated state. Mrs. Freda inquired about patrons hanging out in the studio, and Ken Bedford responded that sometimes people will accompany someone who is getting a tattoo but that people do not generally hang around.

Mrs. Freda inquired where in the building the tattoo procedure would be performed. Ken Bedford responded that there are two rooms in the rear that would offer privacy for the client. Mr. Wayte inquired about any health requirements, and Ken Bedford responded that it is not required in New York State. He also stated that he is a retired EMT and ensures that the whole area is sanitary and sterilized. He stated that he and his wife have been trying to get New York State to adopt more restrictions on the industry; however, there are none at this time.

They also said that they personally have very strict requirements for identification and that they would not tattoo anyone under the age of 18.

Mrs. Freda then asked about the pizza place and the barber shop and whether or not either of those businesses have talked to Mr. Bedford regarding his proposed business. He responded that he had spoken with both and that they are in favor of the tattoo parlor going into this location. Mr. Fipps then inquired about the types of items in the gift shop. Lou Bedford responded that there would be things such as rings, jewelry and dream catchers, etc. Mr. Fipps also asked about their advertising. Ken Bedford responded that they would have a sign, which has already been prepared that meets all of the sign standards regarding size, etc.. He also stated that there would be advertising in the local newspapers. Mr. Fipps inquired what style of sign he had, if it would be neon or blinking. Ken Bedford responded that it would just be a flat sign on the building itself with one neon sign in the window.

Mr. Wayte stated that he had no issue with this site as it is an enclosed mall area and not free standing. He did say that he is concerned that the "landscape" of State Street is slowly changing from what it once was but was okay with this proposal because it is not a freestanding location.

Thomas Cheney was also present at the meeting; he is the owner of the building where the tattoo parlor is proposed to be located. Mr. Cheney said that he has known Ken Bedford for years, and he supports this location for Mr. Bedford's business. He stated that there is not a lot of parking in that area, making it difficult to rent this space out. Mr. Cheney felt that with this business type, there is not a lot of traffic, and he felt this is a good fit. Mr. Wayte asked if there were any other concerns by the Planning Board Members. Mrs. Freda asked if the hours of operation could be limited and Mr. Mix responded that the Board could, but it is difficult to enforce and he wouldn't advise it. Mr. Fipps asked if one would be running the shop in Watertown and the other running the shop in Sackets Harbor. They responded that yes, that is the plan.

Hearing no further discussion, Mr. Valianos moved to recommend Special Use Permit Approval to allow a tattoo and body piercing studio located at 839 State Street. The motion was seconded by Mr. Harris. All voted in favor.

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR <i>KENNETH & Lou BEDFORD</i>	2. PROJECT NAME <i>SPIRIT ART II</i>
--	---

3. PROJECT LOCATION:
Municipality *WATERLOO* County *JEFFERSON*

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
*839 STATE STREET, inside the CHEENEY MALL
IN BETWEEN North Rutland AND CENTER STREET.*

5. IS PROPOSED ACTION:
 New Expansion Modification/alteration

6. DESCRIBE PROJECT BRIEFLY:
OPENING A TATTOO & Body Piercing Studio

7. AMOUNT OF LAND AFFECTED:
Initially 1/4 acres Ultimately _____ acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
 Yes No If no, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
 Residential Industrial Commercial Agriculture Park/Forest/Open Space Other
Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?
 Yes No If yes, list agency(s) and permit/approvals
CITY PLANNING BOARD & CITY COUNCIL - SPECIAL Use Permit

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?
 Yes No If yes, list agency(s) and permit/approvals

12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?
 Yes No

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

Applicant/sponsor name: *Kenneth C Bedford*
Signature: *Kenneth C Bedford*

Date: *11/18/09*

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12?

If yes, coordinate the review process and use the FULL EAF.

Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If NO, a negative declaration may be superseded by another involved agency.

Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?

Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

Yes No If yes, explain briefly

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

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 AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

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)

Date

Tabled
Resolution

December 16, 2009

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Request for a Special Use Permit to Allow an Auto Sales Lot and Auto Detailing Operation at 804 State Street, Parcel No. 12-06-322

The City Council tabled the attached resolution after the public hearing was held on Monday, December 7, 2009. The City Council also read and responded to the questions in Part II of the Environmental Assessment Form.

The Council discussed adding conditions to the approval. Staff has not received any suggestions for amendments from Council Members since the December 7th meeting.

RESOLUTION

Page 1 of 1

6

Approving Special Use Permit Request
Submitted by Mark Bonner to Allow an Auto
Sales Lot and Auto Detailing Operation Located at
804 State Street, Parcel No. 12-06-322

Council Member BURNS, Roxanne M.
Council Member BURTO, Jason R.
Council Member BUTLER, Joseph M. Jr
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

Introduced by

Council Member Roxanne M. Burns

WHEREAS Mark Bonner has made an application for a Special Use Permit to allow an auto sales lot and auto detailing operation located at 804 State Street, Parcel No. 12-06-322, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on November 3, 2009, and adopted a motion recommending that the City Council approve the request as submitted, and

WHEREAS a public hearing was held on the proposed Special Use Permit on December 7, 2009, after due public notice, and

WHEREAS the City Council has reviewed the SEQRA short Environmental Assessment Form and responded to each of the questions contained in Part 2,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow an auto sales lot and auto detailing operation 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, New York, that a Special Use Permit is hereby granted to Mark Bonner to allow an auto sales lot and auto detailing operation located at 804 State Street, Parcel No. 12-06-322.

Seconded by Council Member Jeffrey M. Smith



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

FROM: Kenneth A. Mix, Planning and Community Development Coordinator

SUBJECT: Special Use Permit Approval – 804 State Street, Parcel Number 12-06-322.000 ^{HAM}

DATE: October 28, 2009

Request: Special Use Permit Approval to allow an Auto Sales Lot and Auto Detailing Operation.

Applicant: Mark Bonner

Proposed Use: Auto Sales Lot and Auto Detailing

Property Owner: Mark Bonner

Submitted:

8 1/2" x 11" Copy of Parcel Map: Yes

A Sketch of the Site to Scale: No

Completed Part I of an
Environmental Assessment Form: Yes

SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: The applicant is proposing to lease the property at 804 State Street, parcel number 12-06-322.000 to be used as an auto sales lot. Auto detailing will be offered by this business, but no auto repairs of any kind will be done at this site. The property is zoned Neighborhood Business and according to our zoning ordinance this use requires a special use permit in a Neighborhood Business Zone. 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. The standards are in Section 310-52.3.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Engineer
Mark Bonner, 261 Franklin Street, Watertown, NY 13601



CITY OF WATERTOWN, NEW YORK
Special Use Permit Application

I. Applicant Information

Name: Mark Bonner

Mailing Address:
261 Franklin St 13601

II. Property Information

Address: 804 State St

Tax Parcel #: 12-06-322.000

Property Owner (if not applicant):

Mark Bonner

If applicant is not owner, does applicant have a signed purchase agreement Yes No

Zoning District: Neighborhood Business

Attachments Required:

8 1/2" x 11" parcel map with tax parcel involved in request outlined with a thick black line

A sketch of the site drawn to an engineering scale (e.g. 1"=20', 1"=30').

Completed Part I of an Environmental Assessment Form (SEQR)

III. Request Information

Proposed Use: Used Car Lot

Explain Proposal:

This parcel will be leased to Gerard Deroshia for the purpose of selling used cars. Auto detailing will be available at this site as well. Auto repair or oil changes will not be offered. Mr Deroshia currently has a license to sell used cars and currently does so at Northern Transmission, also on State St. This site will replace the Northern Transmission location as Mr Deroshia is ~~getting~~ will no longer be doing business there.

Use additional 8 1/2" x 11" sheets as needed.

I certify that the information provided above is true to the best of my knowledge.

Signature: Mark J Bonner

Date: 10-19-09

ASHLAND HILL BUILDERS

2900 Ashland Rd.
Chaumont, NY 13622
(315) 408-2661

PROPOSAL SUBMITTED TO <i>Gerard J.</i>	PHONE	DATE
CITY, STATE AND ZIP CODE	JOB NAME	
ARCHITECT	JOB LOCATION <i>of State St + S Rutland</i>	
DATE OF PLANS <i>Copy</i>		JOB PHONE

We hereby submit specifications and estimates for:

- Install concrete for 100,000 btu material*
- Install 3 doors - 1 Commercial grade 36" entry door & 2 exterior grade 28" doors. (1900)*
- Strip exterior paint off building. Prime & repaint. (2900)*
- Repair window frame and repaint. (300)*
- Install 3/4" crusher run gravel for fence on Rutland St S*
- Equipment pickup, delivery and use. (700)*

All items are hereby to furnish material and labor - complete in accordance with the above specifications for the sum of *Two thousand eight hundred* dollars (\$ *2800.00*).

Accepted and signed

Authorized Signature: 

Note: This proposal may be withdrawn by us if not accepted within *30* days.

I hereby accept your authorized signature as indicated above.

Signature: _____

804 State St Site Plan

Proposed Use: Used Car Lot and Detail Shop

Building Modifications: No

Building Expansion: No

Building will be renovated to it's original condition.

Cars will be placed on the perimeter of the property on the State Street and Rutland Street intersections. There are access/egress points for vehicles on both the State and Rutland portions of the property.

Repairs will take place but only to the extent that it is needed to sell a vehicle. There will be no repair of cars not sold at the location.

Detailing will be done in either of the bays located in the building.

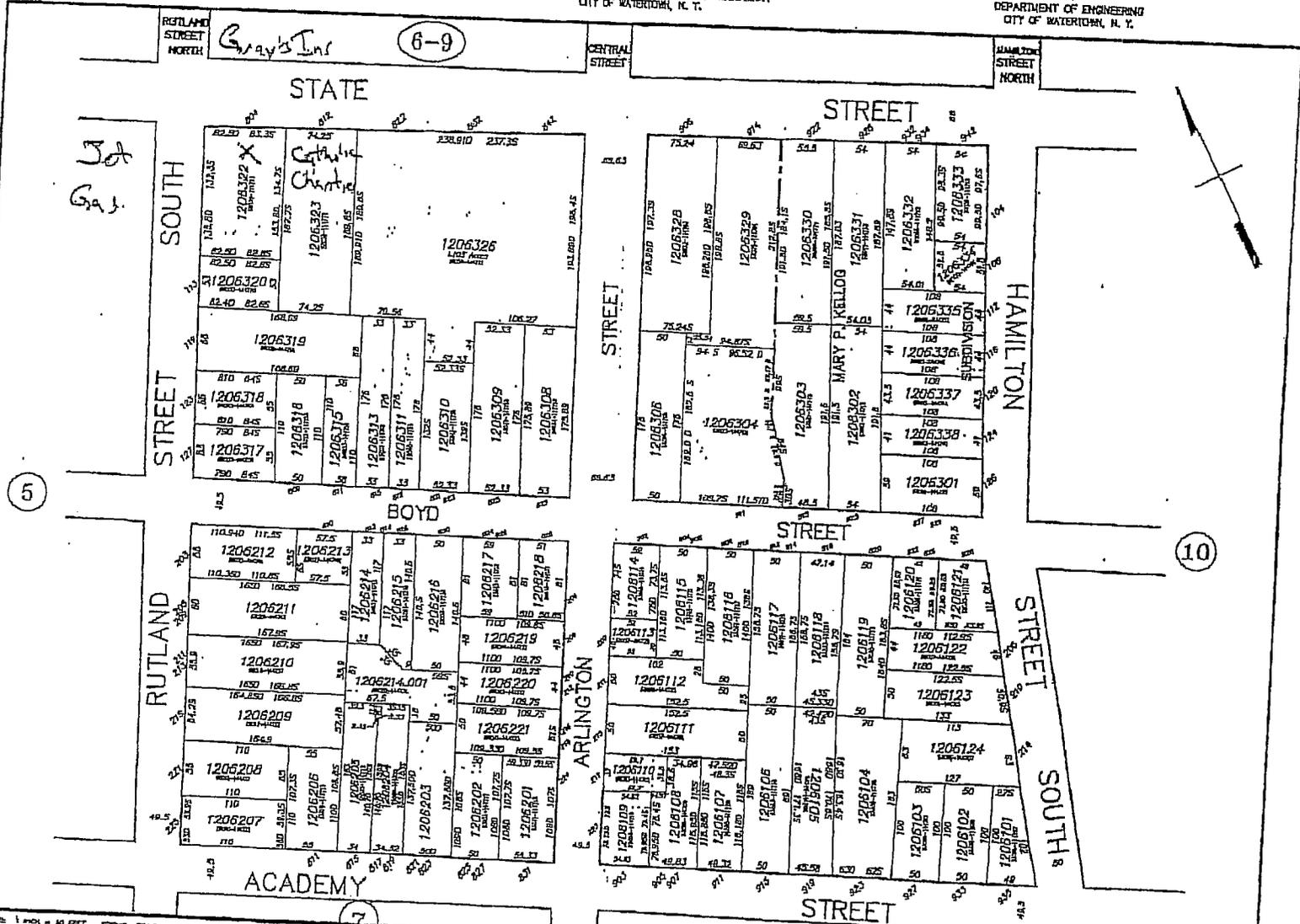
The location is a corner lot on the Southwest corner of State Street and South Rutland. It is bordered by Ryan's Jet Gas to the west, Catholic Charities to the east, Gray's Insurance to the North. There is a six foot high privacy fence on the south border abutting parcel 1206320. The resident is a relative of the lessee, Gerard Derouchie.

Attachments.

1 Building repair estimate

2 Tax map parcel 1206322

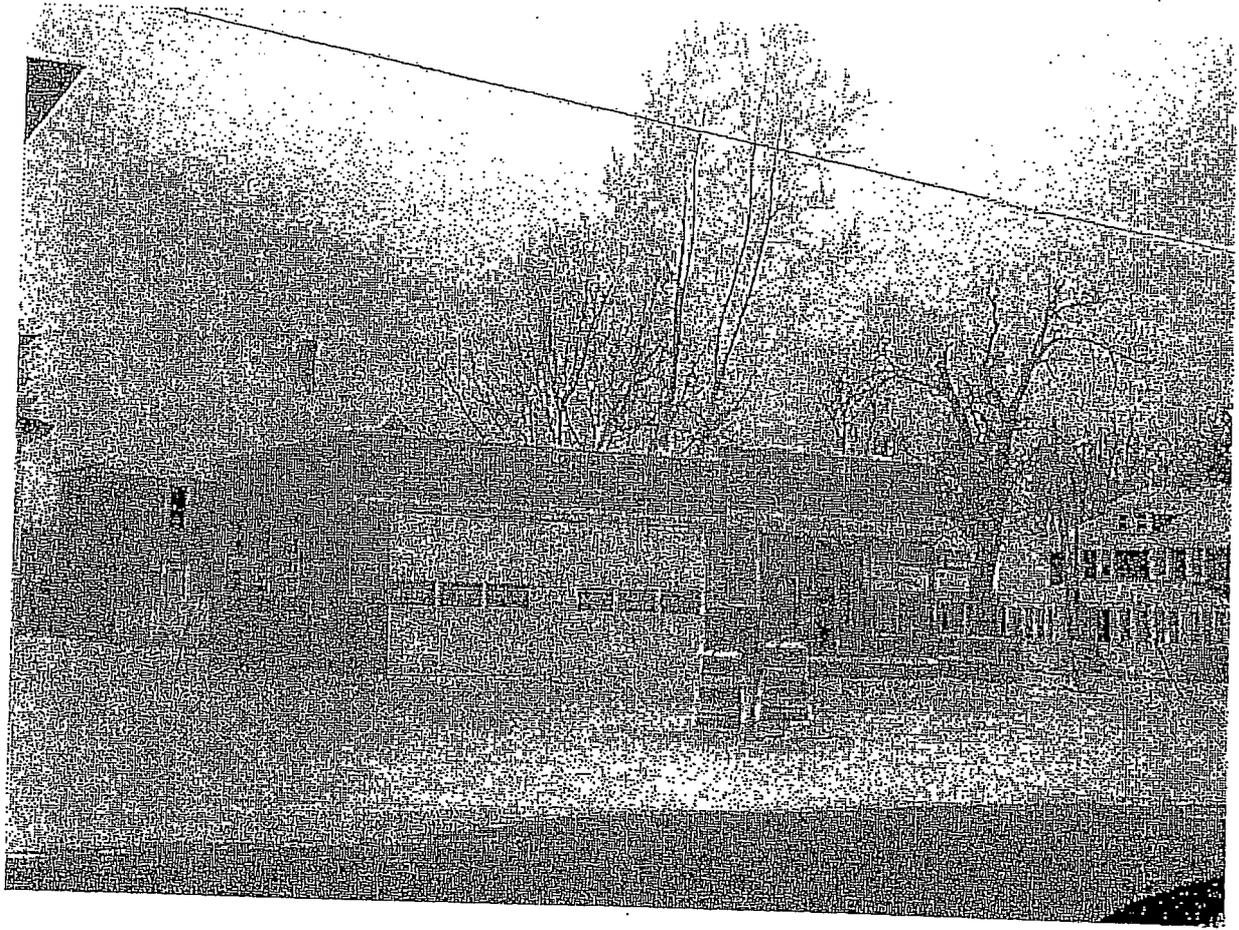
3 Picture of building



Survey prepared by George A. Bouchard, Inc. (P.O. Box 3770 - Phone 807-453-1111) - 10/11

SCALE: 1" = 40 FEET
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

Photo for 12-06-322.000 in City of Watertown



Photo

PLANNING BOARD MINUTES: NOV 3, 2009:

SPECIAL USE PERMIT REQUEST – 804 STATE STREET,
PARCEL NO. 12-06-322.000

The Planning Board then considered a request submitted by Mark Bonner for a Special Use Permit to allow an auto sales lot and auto detailing operation at 804 State Street, Parcel No. 12-06-322.000. In attendance to represent the proposed request was the property owner, Mark Bonner, Gerard Deroshia, who will be operating the used car sales lot and Brian Sweet who will be operating the auto detailing portion of the business.

Mr. Bonner began by stating that he is applying for a Special Use Permit to operate a used car sales lot at 804 State Street. He said that they are planning no structural changes to the building at this time and that originally the building was designed as a car repair and servicing operation, and the proposed use is in keeping with that previous operation. He stated that they will be selling used cars and providing an auto detailing service at the site. He said that the new operation will not offer auto repair.

Mr. Valianos inquired about the proposed door replacement and wondered if they were overhead doors or the man doors. Mr. Bonner replied that they are replacing the man doors only and that no overhead doors would be modified.

Mr. Harris inquired if the property could be updated and used for something different. Mr. Bonner responded that it could be and that he realizes that there has been some controversy regarding this property, but noted that he was the one who did his homework, stepped up to the plate, and took a chance on purchasing the property to put it back into viable use and back on the tax rolls. He noted the property had sat vacant for 15 years and he now has an opportunity to make viable use of the property that was once forgotten by everyone. He said he thought that the City would want to have someone make an investment in it.

Mr. Harris wondered if there could be something more viable there than what is proposed. Mr. Bonner responded that he had a number of different ideas and leads for the site, but sometimes in business some things do not pan out. He again mentioned to the Planning Board that he was the one who did his homework and checked with the Department of Environmental Conservation to make sure the site was environmentally clean. He said that it was not until after he did all of the leg work and background checking that other people became interested in the property. Mrs. Gervera asked if clearance from DEC had been provided and Mr. Bonner responded that the DEC has cleared the property.

Mrs. Freda asked if there were any improvements on the site that would trigger site plan review. Mr. Mix responded that as far as Staff could tell, there were no improvements that would trigger site plan approval. Mr. Bonner added that they are not planning to modify the structure at all.

Mr. Harris asked what happens to the soap and water runoff after the cars are washed and detailed. Mr. Bonner responded that they would be doing that work inside the building and that there are floor drains that would handle the runoff. He said that runoff would then go into the sanitary sewer. He also noted that there were oil drains to catch any oil and drips from the vehicles.

Mrs. Gervera asked what the hours of operation would be. Mr. Deroshia noted that they plan to operate 9:00-5:00 Monday through Friday, and 10:00-2:00 on Saturday. Mrs. Gervera then asked if they were planning to do any blacktop work at the site. Mr. Sweet noted that they will place crushed stone as needed to start and they hope to someday blacktop the property once their business was up and running. Mr. Lumbis noted that an expansion to the blacktop area would then kick in site plan review. Mrs. Gervera noted that paving would dress up the corner and improve the look of it over the crushed stone.

Mrs. Freda asked the applicant to clarify or define auto detailing. Mr. Sweet replied that it is basically washing and cleaning vehicles. He said that he cleans vehicles for various car dealers throughout the area and that Fort Drum customers are also a large part of his business.

Mrs. Gervera asked about the number of cars that would be on the site available for sale. Mr. Deroshia responded that his current operation has 15 to 20 cars for sale at any given time. Mrs. Gervera asked if there would be room on the site for that many vehicles. Mr. Deroshia said there was enough room as they were planning to use the property behind the building as well. He also noted that they plan on fixing the fence along the house that is located to the rear as it is in a state of disrepair.

Hearing no further discussion, Mr. Valianos then moved to recommend that the City Council approve the Special Use Permit request submitted by Mark Bonner to allow an auto sales lot and auto detailing operation located at 804 State Street, Parcel No. 12-06-322.000. The motion was seconded by Mr. Fipps.

Prior to voting on the motion, a discussion ensued regarding the possibility of requiring the applicant to pave the parking areas. Mrs. Gervera said she felt paving would improve the look of the property tremendously. Mr. Valianos said that his concern would be that the asphalt plants were not going to be open much longer and it may be difficult to require the applicant to pave at this point in time. Mr. Mix stated that if the Planning Board wanted to make that a condition, they could require the applicant to pave this fall if it is possible or by no later than next spring.

Mr. Deroshia stated that he is already putting \$15,000 to \$20,000 into the building for various cosmetic improvements and that if the Planning Board were to require him to pave the parking area, it would be very difficult financially to do. He said that would cost at least another \$15,000 to pave the parking area. He asked that the Planning Board let him paint and make other cosmetic improvements to the building and then improve the site with paving over time. He asked that he be allowed to take small steps first, get the business up and running, and then improve it with paving. He said he was concerned that if the Planning Board were to require him to pave the parking area, he would be out of business before he even started.

Mrs. Gervera stated that in light of the financial concerns, she is agreeable to allowing the application to proceed "as is." Mrs. Freda concurred by noting that she would not want to add additional costs during the first year the business owner is in business, but would eventually like to see the site improved. Mr. Valianos also agreed and said the Board should recommend approval for the project and take the owner at his word that he would further improve the property when the business is successful enough to allow it.

Hearing no further discussion on the issue, Mrs. Freda called for a vote on the motion that was on the table. The motion was approved with Mrs. Freda, Mrs. Gervera, Mr. Fipps and Mr. Valianos voting Yea; Mr. Harris abstained.

Mr. Sweet then asked if it would be possible to allow the detailing use to commence at the site before the Special Use Permit is granted. He said the lease at his current location is expired, and although he is staying there on a week to week basis, he would like to move to the new location as soon as possible. Mr. Mix responded that the approval authority for the Special Use Permit request is with the City Council and there is no way that Staff or the Planning Board can authorize the operation without their formal approval.

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR: Mark J Bonner

2. PROJECT NAME: 804 State St

3. PROJECT LOCATION:
 Municipality: City of Watertown County: Jefferson

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
804 State St
Watertown, NY 13601

5. IS PROPOSED ACTION:
 New Expansion Modification/alteration

6. DESCRIBE PROJECT BRIEFLY:
This location will be used to sell used cars. Auto detailing will be provided. Auto repair and oil changes will not be offered.

7. AMOUNT OF LAND AFFECTED:
 Initially 5 acres Ultimately _____ acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
 Yes No If no, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
 Residential Industrial Commercial Agriculture Park/Forest/Open Space Other
 Describe: Jet Gas, Catholic Charities, Cherry Tree

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?
 Yes No If yes, list agency(s) and permit/approvals Used car sales license

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?
 Yes No If yes, list agency(s) and permit/approvals Used car sales license

12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?
 Yes No

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

Applicant/sponsor name: Mark J Bonner

Signature: Mark J Bonner

Date: 10-19-09

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? Yes No If yes, coordinate the review process and use the FULL EAF.

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
NO

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
NO

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
NO

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
NO

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
NO

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
NO

C7. Other impacts (including changes in use of either quantity or type of energy? Explain briefly:
NO

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question d of part ii was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

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 AND provide, on attachments as necessary, the reasons supporting this determination.

_____	_____
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)

December 16, 2009

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: City Bus Fares, Fixed Rate, Unlimited Monthly Pass

The attached Ordinance was presented for City Council consideration at the December 7, 2009 meeting, at which time it was introduced and seconded. Due to the lack of unanimous consent it was Laid Over under the Rules. As my cover memorandum for that meeting detailed, at the June 1, 2009 City Council meeting, a letter from the Transportation Commission suggesting a monthly unlimited ride pass be offered was read. In response to this Commission recommendation, City Comptroller James E. Mills, Superintendent of Public Works Eugene P. Hayes and Transit Supervisor Kathy S. Webster have met and discussed the impact of this option.

As discussed at the November 17, 2009 City Council meeting, at this point in time, Staff is recommending that City Council consider instituting a monthly unlimited ride pass at a price of \$40. While the Transportation Commission discussed offering a discounted pass for seniors, Staff is not recommending this option. We would like an opportunity to monitor the usage of the pass and its impact on ridership and revenues over the next couple of months. This will give us time to evaluate the new pass and if appropriate, propose changes for the Fiscal Year 2010 – 2011 budget.

Since our discussions in November, Superintendent of Public Works Eugene P. Hayes has done some more research on how other operators handle monthly bus passes. Our proposal is that the passes be produced in-house. Each will have the month and year printed in the lower left hand corner and each month will be a different color. The pass will be embossed with the City seal. Each will be numbered. When we sell the pass the person will print and sign their name. We will keep a log of passes sold by name and number. A mockup of the proposed pass is attached for your review.

As we discussed, it is important that we have a way to count all of our riders for funding purposes. So when a monthly pass holder enters the bus, the driver will push a unique number on the Genfare box so that we can track the usage of the monthly passes. We will however not track individual passenger usage. Tickets will be good only for the month indicated. Tickets will become available by the 23rd of the previous month and will be sold throughout the month.

At the request of Council Member Roxanne Burns the attached Ordinance establishing a monthly unlimited ride pass at a price of \$40 has been prepared for City Council consideration. If approved, this new fare would go into effect on January 1, 2010.

ORDINANCE

Page 1 of 1

Amending City Municipal Code A320, Article V, Miscellaneous Fees, §320-6, Schedule of Fees

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED that Chapter A320, Article V of the City Code of the City of Watertown is amended to add the following:

§ A320-6. Schedule of fees.

B. The Citibus fare schedule and monthly bus pass program fare schedule shall be as follows:

- 9. Monthly unlimited ride pass: \$40 per month

BE IT FURTHER ORDAINED that this amendment shall take effect on January 1, 2010.

Seconded by Council Member Joseph M. Butler, Jr.

CitiBus
Logo



CitiBus

No. 123

Monthly Unlimited Bus Pass
\$40.00 Non-Transferable

Embossed
City Seal

DEC-09

Holder's Name

Signature

Monthly Unlimited Ride Pass

Good only for month indicated on front.

Show your CitiBus Pass to CitiBus driver along with a photo ID if requested.

Only you may use your CitiBus Pass. If presented by anyone other than the person whose name appears on the front, this pass will be confiscated by the driver and a chase fare will be collected. CitiBus is not responsible for lost or stolen pass.

Laid Over Under the Rules

December 17, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Amending City Municipal Code A320, Article V,
Miscellaneous Fees, §320-6, Schedule of Fees

The attached Ordinance amending the Snow Dump Permit Fee has been prepared for consideration at the request of the City Council. If approved this will change the fee from \$500 per permit to \$125 per truck, up to three trucks per business; \$500 flat fee for four or more trucks per business.

This Ordinance was presented for City Council consideration at the December 7, 2009 meeting, at which time it was introduced and seconded. Due to the lack of unanimous consent it was Laid Over under the Rules.

As you will recall, during the development of the Fiscal year 2009-2010 Budget the Council discussed establishing a fee for the Permit issued by the City to businesses that use the City's snow dump. Based on the number of Snow Dump Permits issued in FY 2008-2009, a budget of \$15,000 was established for this fee. If this fee is amended as proposed, the anticipated revenue will be closer to \$4,250, creating a revenue shortfall of \$11,750.

ORDINANCE

Page 1 of 1

Amending City Municipal Code A320, Article V, Miscellaneous Fees, §320-6, Schedule of Fees

- Council Member BURNS, Roxanne M.
- Council Member BURTO, Jason R.
- Council Member BUTLER, Joseph M. Jr.
- Council Member SMITH, Jeffrey M.
- Mayor GRAHAM, Jeffrey E.
- Total

YEA	NAY

Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED that Chapter A320, Article V, Miscellaneous Fees, §A320-6, Schedule of Fees of the City Code of the City of Watertown is amended as follows:

§ A320-6. Schedule of Fees.

A. Fees for various business permits and licenses are as set forth below:

Type	Fee
Snow dump permit	\$125 per truck, up to three trucks per business; \$500 flat fee for four or more trucks per business

and,

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

Seconded by Council Member Joseph M. Butler, Jr.

Laid Over Under the Rules

December 17, 2009

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Amending City Code Chapter 293, Vehicles and Traffic,
Winthrop Street Parking

The attached Ordinance was presented for City Council consideration at the December 7, 2009 meeting, at which time it was introduced and seconded. Due to the lack of unanimous consent it was Laid Over under the Rules. As detailed in my December 3, 2009 memorandum, in response to a complaint from a property owner on Winthrop Street, the City Police Department and City Engineering Department have reviewed the parking restrictions on this street. This street is a mix of uses; commercial at the corner of State Street, a school, a church and then a number of residences. Currently, there is no parking allowed on either side of this one block, one-way street, except on Sundays.

After much discussion, the Police Department and the Engineering Department are proposing modifications to the parking to reflect the concerns in the area. The proposed changes are detailed in the attached memorandum from City Engineer Kurt Hauk. The proposed modifications have been reviewed with representatives from Holy Family Church, IHC Primary School and the City Public Works Department. Our objective is to improve the traffic flow and pedestrian safety in this area, as well as provide some on-street parking for the residences.

Attached for City Council consideration is an Ordinance amending the parking restrictions and school zone on Winthrop Street. Staff will be available to discuss the proposed changes at the City Council meeting.

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic

Page 1 of 4

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 293, Vehicles and Traffic by amending the following Section:

§ 293-21, General Parking Restrictions

B. Schools. No person shall park, stop, or cause the standing of any motor vehicle at or near the curblineline or in the roadway of that side of any street which adjoins property upon which a school is located, from 7:00 a.m. to 4:30 p.m. on a school day. The parking, stopping, and standing of motor vehicles shall be defined by Section 2B.39 of the New York State Supplement to the National Manual on Uniform Traffic Control Devices (2003 Edition). This shall not, however, prohibit passenger loading and unloading within the passenger loading/unloading zones set forth in § 293-76. This provision shall not apply to any street that adjoins the Watertown City School District, Washington Street Campus.

and,

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

§ 293-51. Schedule III. School Speed Limits

<u>Name of Street</u>	<u>Speed Limit (mph)</u>	<u>Location</u>
Winthrop Street	15	From a point 60 feet south of State Street to a point 475 feet south thereof

and,

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

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic

Page 2 of 4

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

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

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Winthrop Street	East	From State Street to a point 525 feet south thereof
Winthrop Street	East	From Academy Street to a point 90 feet north thereof
Winthrop Street	West	From State Street to a point 475 feet south thereof
Winthrop Street	West	From Academy Street to a point 80 feet north thereof

and,

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

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

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Winthrop Street	Both	Entire length (except Sundays)

and,

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

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic

Page 3 of 4

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

§ 293-62. Schedule XIV. No Stopping

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Winthrop Street	East	From a point 35 feet south of State Street to a point 490 feet south thereof
Winthrop Street	West	From a point 40 feet south of State Street to a point 170 feet south thereof
Winthrop Street	West	From a point 305 feet south of State Street to a point 170 feet south thereof

and,

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

§ 293-63. Schedule XV. No Standing

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Winthrop Street	East	From a point 35 feet south of State Street to a point 490 feet south thereof
Winthrop Street	West	From a point 40 feet south of State Street to a point 435 feet south thereof

and,

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic

Page 4 of 4

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

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

§ 293-67. Schedule XIX. Restricted Time Limit Parking

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Winthrop Street	West	2 hrs.; 9:00 a.m. To 8:00 p.m.	Entire Length

and,

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

§ 293-76. Schedule XXVIII. School Passenger Loading/Unloading Zones

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Winthrop Street	West	7:00 a.m. to 4:30 p.m./Mon. through Friday	From a point 210 feet south of State Street to a point 95 feet south thereof

and,

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

Seconded by Council Member Joseph M. Butler, Jr.

RESOLUTION

Page 1 of 2

Accepting Conveyance by Summit Wood Homes, LLC of a City Streets, Dedicating Said Streets, and Naming the Streets as Hudson Lane and Howell Drive

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown approved a site plan for the construction of a project commonly known as Summit Wood Homes, said approval being made by Resolution dated December 18, 2006, and

WHEREAS as part of the site plan, the developer, Summit Wood Homes, LLC, agreed to construct streets to City construction standards, and

WHEREAS the developer further agreed to convey the roadways to the City by warranty deed, and further to construct improvements for drainage, sanitary sewer, general utilities, and water, and

WHEREAS Section 243 of the City Charter of the City of Watertown requires that no new streets shall be accepted except upon certain conditions and upon the recommendation of the City Engineer after such work as he/she may require, and

WHEREAS the City Engineer has required, among other things, a warranty deed to the streets; 4 separate drainage easements; 3 separate sanitary sewer easements; a water line easement; a general utility easement; and a bike trail easement, all of which have been offered with agreed upon installed improvements to the satisfaction of the City Engineer, and

WHEREAS the City Engineer's requirement of monumenting will be completed, in the future, as guaranteed by the developer's penal bond,

NOW THEREFORE BE IT RESOLVED that the attached warranty deed, reflecting an offer of dedication of the roadways by Summit Wood, LLC is hereby accepted, and

RESOLUTION

Page 2 of 2

Accepting Conveyance by Summit Wood Homes, LLC of a City Streets, Dedicating Said Streets, and Naming the Streets as Hudson Lane and Howell Drive

Council Member BURNS, Roxanne M.

Council Member BURTO, Jason R.

Council Member BUTLER, Joseph M. Jr

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER RESOLVED that said roadways are hereby dedicated to public use as a Watertown City street pursuant to Section 243 of the Watertown City Charter and Section 34(4) of the New York General City Law, and

BE IT FURTHER RESOLVED that said streets shall be known and appropriately signed hereafter as Hudson Lane and Howell Drive, and

BE IT FURTHER RESOLVED that the City Manager shall accept the grant of all easements as approved by the City Engineer and as approved as to form by the City Attorney.

Seconded by

WARRANTY DEED

THIS INDENTURE, made as of the ____ day of December, Two Thousand and Nine.

BETWEEN the **SUMMIT WOOD HOUSING DEVELOPMENT FUND CORP.**, a New York Not-For-Profit Corporation, as nominee for Summit Wood Homes LLC, and **SUMMIT WOOD HOMES LLC**, a New York limited liability company, both having offices at 200 Summit Division Street, Buffalo, New York 14204, party of the first part, and

CITY OF WATERTOWN, a municipal corporation, with offices at 245 Washington Street, Watertown, New York 13601, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT CERTAIN lot, piece or parcel of land, situate in the City of Watertown, County of Jefferson, State of New York, and more particularly bounded and described in Schedule A attached hereto and made a part hereof.

THIS CONVEYANCE is made in the ordinary course of business of the party of the first part, does not constitute a sale of all or substantially all of the assets of the party of the first part, and is made with the required approval of the board of directors of the party of the first part.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TOGETHER WITH AND SUBJECT TO, covenants, conditions, easements and restrictions of record affecting said premises, including the easements more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and have good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrance, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant title to said premises.

THE NEXT PAGE IS THE SIGNATURE PAGE.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed as of the day and year first above written.

**SUMMIT WOOD HOUSING
DEVELOPMENT FUND CORP.**

By: _____

Name: Gary C. Beasley

Title: President

SUMMIT WOOD HOMES LLC

By: Norstar Summit Wood Inc, its manager

By: _____

Name: Richard L. Higgins

Title: Vice President

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

On the ____ day of November in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared, Gary C. Beasley personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ALBANY) SS.:

On the ____ day of November in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared, Richard L. Higgins personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:

SCHEDULE A
LEGAL DESCRIPTION

SCHEDULE B

EASEMENT DESCRIPTION

SUGGESTED DESCRIPTION

Norstar Development
City of Watertown
Hudson Lane and Howell Drive
Proposed City Street Parcel

October 27, 2006
Revised December 15, 2009
Project No. 2006-007E
Page 1 of 3

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

BEGINNING at a point in the westerly street margin of Washington Street, said point being located N. 21°-21'-05" E., along the westerly street margin of Washington Street a distance of 349.28 feet from a point at the intersection of the westerly street margin of Washington Street and the division line between the City of Watertown to the northeast and the Town of Watertown to the southwest;

THENCE the following courses and distances along the margin of a proposed street:

N. 24°-16'-46" W., a distance of 33.55 feet to a point;

N. 69°-54'-37" W., a distance of 61.19 feet to a point;

N. 58°-32'-29" W., a distance of 74.38 feet to a point;

THENCE generally northwesterly, as the margin curves to the right at a radius of 1037.67 feet, a distance of 179.35 feet to a point, said point being situate a direct tie of N. 62°-54'-33" W., 179.13 feet from the last mentioned point;

S. 78°-24'-39" W., a distance of 34.31 feet to a point;

THENCE generally southwesterly, as the margin curves to the left at a radius of 367.00 feet, a distance of 46.53 feet to a point, said point being situate a direct tie of S. 29°-03'-21" W., 46.49 feet from the last mentioned point;

S. 15°-55'-31" E., a distance of 7.93 feet to a point;

S. 21°-25'-50" W., a distance of 41.52 feet to a point;

S. 58°-47'-12" W., a distance of 7.59 feet to a point;

THENCE generally southwesterly, as the margin curves to the left at a radius of 367.00 feet, a distance of 92.18 feet to a point, said point being situate a direct tie of S. 09°-48'-44" W., 91.94 feet from the last mentioned point;

S. 02°-37'-01" W., a distance of 11.68 feet to a point in the division line between the City of Watertown to the northeast and the Town of Watertown to the southwest;

THENCE N. 41°-03'-08" W., along the division line between the City of Watertown to the northeast and the Town of Watertown to the southwest a distance of 90.70 feet to a point;

THENCE generally northeasterly, as the margin curves to the right at a radius of 433.00 feet, a distance of 88.77 feet to a point, said point being situate a direct tie of N. 15°-38'-38" E., 88.61 feet from the last mentioned point;

N. 11°-07'-38" W., a distance of 20.45 feet to a point;

N. 26°-13'-43" E., a distance of 41.52 feet to a point;

N. 63°-35'-05" E., a distance of 20.92 feet to a point;

THENCE generally northeasterly, as the margin curves to the right at a radius of 433.00 feet, a distance of 16.45 feet to a point, said point being situate a direct tie of N. 32°-27'-50" E., 16.45 feet from the last mentioned point;

N. 10°-54'-00" W., a distance of 35.07 feet to a point;

N. 54°-56'-29" W., a distance of 688.67 feet to a point;

N. 35°-03'-31" E., a distance of 49.00 feet to a point;

THENCE generally southeasterly, as the margin curves to the right at a radius of 40.67 feet, a distance of 87.82 feet to a point, said point being situate a direct tie of S. 83°-04'-48" E., 71.73 feet from the last mentioned point;

THENCE generally southeasterly, as the margin curves to the left at a radius of 100.00 feet, a distance of 58.86 feet to a point, said point being situate a direct tie of S. 38°-04'-48" E., 58.01 feet from the last mentioned point;

S. 54°-56'-29" E., a distance of 614.03 feet to a point;

THENCE generally southeasterly, as the margin curves to the left at a radius of 981.51 feet, a distance of 278.05 feet to a point, said point being situate a direct tie of S. 61°-49'-24" E., 277.12 feet from the last mentioned point;

S. 70°-00'-00" E., a distance of 89.55 feet to a point;

N. 65°-41'-01" E., a distance of 34.78 feet to a point in the westerly street margin of Washington Street;

THENCE S. 21°-21'-05" W., along the westerly street margin of Washington Street a distance of 131.18 feet to the POINT of BEGINNING.

Norstar Development
City of Watertown
Hudson Lane and Howell Drive
Proposed City Street Parcel

October 27, 2006
Revised December 15, 2009
Project No. 2006-007E
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CONTAINING 2.192 acres of land, more or less.

SUBJECT to any rights or restrictions of record.

IT BEING the intent to describe a portion of the parcel of land conveyed by SUMMIT WOOD HOUSING DEVELOPMENT FUND CORP. and SUMMIT WOOD HOMES LLC to SUMMIT WOOD HOUSING DEVELOPMENT FUND CORP. and SUMMIT WOOD HOMES LLC by Quit Claim deed recorded in the Jefferson County Clerk's Office in Instrument No. 2008-20895 on 12/30/2008, said parcel being shown on a map titled "Hudson Lane and Howell Drive, City Street Dedication Map, U.S. Route 11 (Washington Street), City of Watertown, Jefferson County, State of New York," dated December 15, 2009, issued December 15, 2009, prepared by GYMO, Architecture, Engineering & Land Surveying, P.C., Watertown, New York.



Leo F. Gozalkowski
P.L.S. #47408

Revised December 15, 2009

ORDINANCE

Page 1 of 2

Ordinance Amending City Municipal Code §293, Vehicles and Traffic – Hudson Lane and Howell Drive

Council Member BURNS, Roxanne M.
Council Member BURTO, Jason R.
Council Member BUTLER, Joseph M. Jr.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the legislative body of any City of the State may, with respect to highways or streets within the City, designate certain highways within the City at a speed limit of 25 miles per hour, rather than the generally-designated 30 miles per hour, pursuant to Section 1643 of the New York Vehicle and Traffic Law, and

WHEREAS the City Engineer of the City of Watertown has recommended that, due to the grade, topography and sight distance of Hudson Lane, dedicated for public use as a City street on December 21, 2009, such street should, for safety purposes, be a “designated highway” for purposes of establishing a lower speed limit, and

WHEREAS it appearing to the City Council of the City of Watertown that it is in the best interests of the citizens of the City to establish Hudson Lane as a “designated highway” under Section 1643 of the New York Vehicle and Traffic Law, such that the speed limit on Hudson Lane may be established at a level of 25 miles per hour,

BE IT ORDAINED that Section 293-50 of the City Code of the City of Watertown shall be amended to include a speed limit for Hudson Lane of 25 miles per hour, as follows:

§293-50. Schedule II: Speed Limits

<u>Name of Street</u>	<u>Speed Limit (mph)</u>	<u>Location</u>
Hudson Lane	25	Entire Length

, And

BE IT FURTHER ORDAINED that Section 293-49 of the City Code of the City of Watertown shall be amended to provide for a traffic control signal to be installed at the intersection of Washington Street and Hudson Lane as follows:

ORDINANCE

Page 2 of 2

Ordinance Amending City Municipal Code §293, Vehicles and Traffic – Hudson Lane and Howell Drive

Council Member BURNS, Roxanne M.
 Council Member BURTO, Jason R.
 Council Member BUTLER, Joseph M. Jr.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

§293-49. Schedule I: Traffic Control Signals

Intersection

Washington Street and Hudson Lane

, And

BE IT FURTHER ORDAINED that Section 293-61 of the City Code of the City of Watertown shall be amended to prohibit parking on both sides of Hudson Lane and Howell Drive within the City limit as follows:

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

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Hudson Lane	Both	Entire Length
Howell Drive	Both	Entire Length

, And

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

Seconded by