

**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, May 19, 2014, 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 - Approving Flat Fee for Concessions, Jefferson County Agricultural Society

- Resolution No. 2 - Approving Agreement with New York State Housing Trust Fund Corporation for a 2013 Small Cities Community Development Block Grant

- Resolution No. 3 - Approving the Contract with ReEnergy Black River for the Removal of Accumulated Tree Limbs and Brush from the City's Green Waste Disposal Facility

ORDINANCES

- Ordinance No. 1 - Changing the Approved Zoning Classification of 111 Chestnut Street, Parcel 14-13-227, From Residence A to Neighborhood Business District

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

- Tabled Appointment to the Transportation Commission, Dawn Mills

STAFF REPORTS

1. Request for Abate – 314 Howk Street
2. Correspondence from Senator Ritchie
3. Letter from Schwerzmann & Wise, P.C.
4. Letter from Mary Ann Wert
5. Letter from Cesar A. Perales, Secretary of State, dated May 8, 2014
6. Letter from Cesar A. Perales, Secretary of State, dated May 9, 2014

NEW BUSINESS

Requests for Additional Information for FY 14/15 Budget Build

- Library
- Other

EXECUTIVE SESSION

1. Collective Bargaining

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
JUNE 2, 2014.**

Res No. 1

May 13, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Flat Fee for Concession, Jefferson County
Agricultural Society

Superintendent of Parks and Recreation Erin Gardner met with the Jefferson County Agricultural Society (Fair Board) about a flat fee for running their concessions during the week of the Jefferson County Fair, scheduled for July 9 to 15, 2014. The Fair Board is agreeable to this flat fee of \$975 as stated in Ms. Gardner's attached report upon approval by City Council. All other charges for the Jefferson County Fair are per City Code.

A resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Approving Flat Fee for Concessions,
Jefferson County Agricultural Society

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates the Alex T. Duffy Fairgrounds, and

WHEREAS the Jefferson County Agricultural Society has agreed to a flat fee in the amount of \$975.00 for their concessions during the 2014 Jefferson County Fair operating July 8 to July 14, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the flat fee in the amount of \$975 for their concessions during the 2014 Jefferson County Fair operating July 8 to July 14, 2014.

Seconded by

May 5th, 2014

To: Sharon Addison, City Manager

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

Subject: Jefferson County Agricultural Society

The Superintendent of Parks and Recreation is requesting City Council to approve the flat concession fee for Jefferson County Agricultural Society for the week of the Jefferson County Fair in the amount of \$975. The Fair will start on July 8th and end on July 14th. Bob Simpson, President of the Jefferson County Fair has indicated that the number of concessionaires will not be increasing. The flat concession fee for the Jefferson County Fair in 2013 was \$875.

Flat Concession Fee: \$975

RV Fee per Municipal Code A320: \$75 per site for a total of 60 sites=\$4500

Arena Fee per Municipal Code A320: \$3000

Please contact Superintendent Gardner with questions or concerns.

Res No. 2

May 13, 2014

To: The Honorable Mayor and City Council

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

Subject: Approving the Agreement with New York State Housing Trust Fund Corporation for a 2013 Small Cities Community Development Block Grant

The New York State Housing Trust Fund Corporation represented by the Office of Community Renewal has awarded funding to the City of Watertown for our 2013 Small Cities Community Development Block Grant application in the amount of \$400,000.

The funds will be used to rehabilitate existing substandard homes and apartments throughout the City.

Attached is a copy of the Grant Agreement. The resolution prepared for City Council consideration approves the Grant Agreement and authorizes the Mayor to sign the Agreement and any other certifications or documents required to accept the Grant and administer the program.

RESOLUTION

Page 1 of 1

Approving Agreement with New York State
Housing Trust Fund Corporation for a 2013
Small Cities Community Development Block Grant

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS by resolution adopted October 7, 2013 the City Council authorized an application to the Community Development Block Grant Small Cities Program to secure funding for the rehabilitation of existing substandard homes and apartments throughout the City, and

WHEREAS the City was awarded a grant for this application in the amount of \$400,000, and

WHEREAS it is necessary to enter into a formal agreement with the New York State Housing Trust Fund Corporation represented by the Office of Community Renewal, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the New York State Community Development Block Grant Agreement between the City of Watertown and the New York State Housing Trust Fund Corporation represented by the Office of Community Renewal for the 2013 Small Cities Community Development Block Grant in the amount of \$400,000, and

BE IT FURTHER RESOLVED that the Mayor Jeffrey E. Graham is hereby authorized and directed to execute the Agreement and any other certifications or documents required to accept the grant and administer the program.

Seconded by

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

AGREEMENT, made effective as of the 11th day of April, 2014, between the Housing Trust Fund Corporation, represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and the City of Watertown ("Recipient"), a unit of general local government, with offices at 245 Washington Street, Room 302A, Watertown, New York 13601.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project") described in the Recipient's Program Year 2013 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in the maximum amount of \$400,000 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. **Contents of Agreement.** The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State laws and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d)** Schedule A, "Special Conditions", and Schedule B, "Awarded Budget and Projected Accomplishments", attached hereto and Schedule C,

2. **Recipient Performance.** a) The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: (i) the Recipient's Application, as amended by the Special Conditions attached as Schedule A; (ii) this Agreement; and (iii) all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. b) The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **April 10, 2016**.
3. **Grant Funds.** a) The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act. b) The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. c) The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: (i) to conform to any revision to which the parties may agree with respect to the Recipient's Application; or (ii) if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.
4. **Disbursement of Grant Funds.** a) The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. b) The Recipient shall certify with each request for Grant Funds that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source. c) The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).
5. **Use of Grant Funds to Make Loans.** If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of

deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. **Subcontracts**. The Recipient shall: **a)** require any participating subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.
7. **Program Income**. The definition of "program income" and accompanying regulations regarding its usage are found at 24 CFR 570.489(e). Program income generated as a result of Program Year 2000, or later, grant supported activities must be segregated from income derived from activities funded with CDBG funds awarded by HUD prior to Program Year 2000.
8. **Records**. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly

authorized representative of the State or Federal government.

9. **Reports.** The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.
10. **Performance Review.** The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.
11. **Notice of Investigation or Default.** The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project.
12. **Default.** **a)** If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date. **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other

remedies contained herein or otherwise provided at law or in equity: (i) terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; (ii) commence a legal or equitable action to enforce performance of this Agreement; (iii) withhold or suspend payment of Grant Funds; (iv) exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

13. **Indemnification.** To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.
14. **Non-Liability.** Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.
15. **Statute of Limitations.** No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is

earlier.

16. **Service of Process**. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.
17. **Notices**. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.
18. **Severability**. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.
19. **Nonwaiver**. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.
20. **Assignment**. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.
21. **Successors**. This Agreement shall be binding upon the successors in office of the respective parties.
22. **Assurance of Authority**. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery

of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. d) The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. e) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

23. **Photography Release.** Recipient shall require any Third Party to execute a photography release (an example of which is available in the OCR Grant Administration Manual) or a release in substantially similar form thereof.
24. **Entire Agreement.** This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

(Remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____

Name: Matthew L. Nelson

Title: President

City of Watertown

By: _____

Name: Jeffrey Graham

Title: Mayor

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A

SPECIAL CONDITIONS

As a condition necessary to execute the NYS CDBG grant agreement, the City of Watertown must:

1. Demonstrate that all NYS CDBG funded housing rehabilitation projects will adhere to the Residential Lead-Based Paint Hazard Reduction Act of 1992, which can be found at 24 CFR Part 35 and EPA Renovator, Repair and Painting rules at 40 CFR Part 745, as adopted by HUD. These regulations must be carefully followed to ensure that exposure to lead hazards is reduced in any residential property to be rehabilitated or purchased. The regulation can be found at www.hud.gov/offices/lead/.

Therefore, the City must submit a Lead Based Paint Plan that clearly demonstrates compliance with all Lead Based Paint regulations and recent changes to the NYS CDBG Program's Grant Administration Manual which, effective with the issuance of this grant agreement, **NO LONGER** allows for the presumption of lead in any NYS CDBG-funded housing rehabilitation activity. The Lead Based Paint Plan must be submitted prior to the execution of the grant agreement and be approved to the satisfaction of the OCR.

HUD has created an Interpretive Guidance that can be used to address many of the questions that have arisen as a result of the implementation of these new regulations. The Interpretive Guidance can be found at www.hud.gov/offices/lead/. Additionally, please refer to Chapter 5 of the Grant Administration Manual for more information on Lead Based Paint requirements.

2. Submit a Program Income Plan that clearly demonstrates that the \$92,656 in housing program income identified in the application for housing assistance submitted by the City is committed to current projects. This must be submitted and approved to the satisfaction of the OCR prior to the execution of the grant agreement. If the City is unable to demonstrate to OCR's satisfaction that the funds are committed, the OCR may reduce the award amount by the available housing program income identified.

Schedule B

2013 Awarded Budget & Projected Accomplishments

Project Number: 1207HR11-13

<i>Community</i>	<i>C/T/V</i>	<i>County</i>	<i>Type</i>	<i>Awarded Amount</i>
Watertown	City	Jefferson	Housing Rehabilitation	\$400,000

Award Budget:

<i>Funding Source</i>	<i>Amount</i>
CDBG	\$400,000
Projected Totaling Funding:	\$400,000

Activity Budget Detail:

<i>Activity(ies)</i>	<i>Projected Use</i>	<i>Amount</i>
C. of Watertown (SU) Housing Rehab	Rehab & New Construction (SU)	\$258,000
C. of Watertown (SU) Program Delivery	Program Delivery	\$27,000
C. of Watertown (MU) Housing Rehab	Rehab & New Construction (MU)	\$70,000
C. of Watertown (MU) Program Delivery	Program Delivery	\$9,000
C. of Watertown Grant Administration	Grant Administration	\$36,000
		<u>\$400,000</u>

Projected Accomplishments:

1207HR1113-01	C. of Watertown (SU) Housing Rehab		
	<i>Persons</i>		
	Owner		25
	LMI Owner		25
	<i>Units</i>		
	Owner		12
	LMI Owner		12
1207HR1113-03	C. of Watertown (MU) Housing Rehab		
	<i>Persons</i>		
	Owner		5
	LMI Owner		5
	Renter		4
	LMI Renter		4
	<i>Units</i>		
	Owner		2

LMI Owner

2

Renter

2

LMI Renter

2

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCEP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - Norty Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

Schedule C

Environmental Review and Release of Funds Requirements

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a request for release of funds or concurrence must be approved by the Office of Community Renewal (OCR) prior to incurring any project costs.

Exempt costs that are directly associated with the ERR and incurred prior to the release of funds will be eligible for reimbursement. **However, Recipients still incur costs for exempt activities at their own risk.**

For any activities that are other than exempt, any costs incurred prior to the release of funds will not be eligible for NYS CDBG reimbursement. **Recipients that incur costs for activities other than exempt prior to the approval of the release of funds or issuance of a concurrence letter do so at their own risk.**

Please carefully review all Environmental Review requirements, which can be found in Chapter 2 of the OCR. This includes, but is not limited to:

1. Designate a Certifying Officer and Environmental Responsibility Certification.
2. Establish the Environmental Review Record
 - a. Program activities
 - b. Program classification
 - c. Regulatory compliance documentation
 - d. Environmental assessment and determination (when applicable)
 - e. Public notices (when applicable)
3. Determine NEPA
 - a. Exempt
 - b. Categorically Excluded (a) and/or (b)
 - c. Other
4. Compliance with Related Laws at 24 CFR 58.5, 24 CFR 58.6 and HUD Environmental Procedures at 24 CFR 50.4
5. Determine SEQR
 - a. Type I
 - b. Type II
 - c. Unlisted
6. SHPO compliance
7. Documentation of compliance with floodplain management
8. Documentation of publication of NOI/RROF or combined FONSI/NOIRROF (when applicable)

Res No. 3

May 14, 2014

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Agreement for the Removal of Accumulated Tree Limbs and Brush from the City's Green Waste Disposal Facility – ReEnergy Black River

As the City Council may recall, Staff has been working with ReEnergy Black River to develop a contract for the removal of the massive amount of ice storm debris that we have been collecting and to set up a long term solution for dealing with our waste wood products generated from our normal forestry operations and residential brush pickup. ReEnergy Black River operates a 60 megawatt biomass facility on Fort Drum that burns 1,700 tons of waste/residual wood products per day and has offered to dispose of our debris for use in their facility to produce electricity.

Under the terms of the attached agreement, ReEnergy would bring equipment and crews to the City's green waste disposal facility (the old quarry) and grind all of the brush, tree limbs and debris and haul it away at no charge to the City. The agreement also allows for the City to haul any material that we have already chipped directly to their plant on Fort Drum for unloading at their facility. In this case, ReEnergy would pay the City \$24 per ton.

In the past, the City would annually contract to have a firm with a large tub grinder come to the quarry to grind all of our waste wood products in order to reduce the volume of the brush prior to burying it. By entering into this contract, the City will save an average of \$10,000 per year in grinding costs, and we will no longer have to bury the material in the quarry. This will save valuable space for other construction related debris. In addition, the waste wood products will be put into a productive use to create energy.

The attached resolution authorizes the City Manager to enter into an agreement with ReEnergy Black River for the purposes of disposing of the City's waste wood products.

RESOLUTION

Approving the Agreement with ReEnergy Black River for the Removal of Accumulated Tree Limbs and Brush from the City's Green Waste Disposal Facility

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Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City has accumulated an excessive amount of tree limbs, brush and other woody plant debris as a result of the December 2013 Ice Storm, and

WHEREAS the City's normal brush pick up, tree pruning and tree removal operations also generates a large quantity of woody debris, and

WHEREAS the City wishes to clear all of the accumulated tree limbs, brush and wood chips from its green waste disposal facility, and

WHEREAS ReEnergy Black River is willing to do the necessary work to grind, chip and remove the accumulated tree limbs and brush from the green waste disposal facility at no charge to the City, and

WHEREAS the removal of the debris not only addresses the accumulated ice storm debris but provides a long term solution for the City's tree limb and brush disposal needs, and

WHEREAS the wood debris will be put into a productive use to produce energy rather than being land filled,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the agreement with ReEnergy Black River for the removal of tree limbs, brush and other woody plant debris from the City's green waste disposal facility.

Seconded by

AGREEMENT

Between the City of Watertown, New York
and ReEnergy Black River

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 and effective the 1st day of June 2014, by and between the City of Watertown, New York, a municipal corporation of the State of New York (hereinafter referred to as the "City"), with offices located at City Hall, 245 Washington Street, Watertown, New York 13601 and ReEnergy Black River, with offices located at 4515 Euphrates River Valley Road, Fort Drum, New York 13602.

WITNESSETH

WHEREAS the City has accumulated an excessive amount of tree limbs, brush and other woody plant debris as a result of the December 2013 Ice Storm, and

WHEREAS the City's normal brush pick up, tree pruning and tree removal operations also generates a large quantity of woody debris, and

WHEREAS the City wishes to clear all of the accumulated tree limbs, brush and wood chips from its green waste disposal facility located at 22720 US Route 11 in the Town of Pamela, and

WHEREAS ReEnergy Black River is willing to do the necessary work to grind, chip and remove the accumulated tree limbs and brush from this site at no charge to the City, and

WHEREAS the removal of the debris not only addresses the accumulated ice storm debris but provides a long term solution for the City's tree limb and brush disposal needs, and

WHEREAS the wood debris will be put into a productive use to produce energy rather than being land filled,

NOW, THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed between the City and ReEnergy Black River as follows:

SECTION I. – AUTHORIZATION AND SCOPE OF WORK

1. The City hereby authorizes ReEnergy Black River or its qualified subcontractors to enter onto the City's green waste disposal facility located at 22720 US Route 11 in the Town of Pamela (also known as the old quarry), and to remove only the accumulated tree limbs, brush and wood chips identified from time to time by the City at no expense or liability to the City. The extent of the removal shall be to the satisfaction of the City.
2. ReEnergy Black River shall provide the City with 72 hours advance notice of any grinding and removal activity under this Agreement.

3. ReEnergy Black River or its qualified subcontractors will provide the equipment and staff to safely remove the accumulated brush and tree limbs located in the City's green waste disposal facility in conformance with all applicable laws, rules and regulations of the City of Watertown and the State of New York.
4. ReEnergy Black River shall immediately repair any damage it or its subcontractors, agents or employees cause to City property (real and personal) to the satisfaction of the City.
5. The City will, from time to time, generate its own wood chips during the course of normal tree and brush removal operations. The City may, at its discretion, deliver those wood chips for disposal at ReEnergy Black River's facility located at 4515 Euphrates River Valley Road, Fort Drum, New York 13602. For all wood chips delivered directly to their facility, ReEnergy Black River will pay the City \$24 per ton.

SECTION II. – LIABILITY

1. ReEnergy Black River shall indemnify, protect, defend, and hold the City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorneys fees, growing out of or resulting directly or indirectly from the performance of this contract, except for that resulting from the sole negligence of the City. This indemnification provision shall survive the termination of this Agreement for any reason.

SECTION III. – INSURANCE

1. ReEnergy Black River and its qualified subcontractors shall procure and obtain Workers' Compensation Insurance in accordance with the laws of the State of New York.
2. ReEnergy Black River and its qualified subcontractors will secure and maintain while this Agreement is in effect property and liability insurance from an insurance company licensed to do business in the State of New York for the duration of this Agreement covering all actions taken by ReEnergy Black River and its subcontractors, agents and employees under this Agreement.
3. Prior to occupying City property, ReEnergy Black River agrees to furnish the City with a Certificate of Insurance, proving the existence of the coverages identified at Paragraph 4(A) below, and naming the City of Watertown as an additional insured on all identified coverages, including completed operations coverage and the excess liability or umbrella coverage.
4. ReEnergy Black River shall, at its own cost and expense, take out and maintain for the life of the Project and cause its Subcontractors to obtain and maintain for the life of their subcontracts, the following insurance:

A. Commercial General Liability (CGL) with limits of insurance of not less than:

Limits of Liability and Coverages:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate Limit
\$2,000,000	Products/Completed Operations
\$1,000,000	Advertising/Personal Injury
\$10,000	Premises Medical Payments

B. Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 Combined Single Limit. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned vehicles. The City shall be included as an additional insured on the Contractor's AL policy. The AL coverage for the additional insured shall apply as primary and non-contributing insurance before any insurance maintained by the additional insured.

C. The Contractor shall obtain Commercial Umbrella Liability (UL) with limits of insurance of not less than \$1,000,000.

5. The City of Watertown is self-insured, and therefore relies upon the CGL additional named insured status, provided by the Contractor for a defense and indemnification of claims arising from the project.

6. In the event ReEnergy Black River uses subcontractors to complete work in connection with this agreement, it shall require all subcontractors to provide the same insurance coverage as required by ReEnergy Black River under this Agreement.

SECTION IV. – TERMINATION

1. This Agreement may be terminated by either party within thirty (30) days by the delivery to the other party a written notice of termination stating in good faith and for good and valid reasons why such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In addition, this agreement may be immediately terminated by the City upon any failure of ReEnergy Black River or any of its contractors or subcontractors to maintain or provide proof of insurance as required by this Agreement. Any notice of termination shall be delivered in person or by first class mail, return receipt requested, at the address of such party as hereinafter set out.

SECTION V – EXTENT OF AGREEMENT

1. This Agreement represents the entire Agreement between the City and ReEnergy Black River. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

SECTION VI – NOTICES

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

THE CITY:

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

REENERGY HOLDINGS BLACK RIVER:

Facility Manager
ReEnergy Black River
P.O. Box 849
4515 Euphrates River Valley Road
Fort Drum, New York 13602

IN WITNESS WHEREOF, the City of Watertown and ReEnergy Black River have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

BY: Sharon Addison, City Manager

REENERGY BLACK RIVER

BY: Anthony Marciniak, Facility Manager

Ord No. 1

May 13, 2014

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 111 Chestnut Street,
Parcel 14-13-227, From Residence A to Neighborhood Business District

Kurt Wendler of Sphere Holdings has submitted the above subject zone change request.

The Planning Board reviewed the request at its May 6, 2014 meeting and defeated a motion recommending approval.

Attached are the report on the zone change request prepared for the Planning Board and an excerpt from the minutes. Petitions and correspondence opposing the request are also attached.

The attached ordinance adopts the change as requested. The Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 pm on Monday, June 2, 2014. A SEQRA resolution will also be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 111 Chestnut Street, Parcel 14-13-227, From Residence A to Neighborhood Business District

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

BE IT ORDAINED where Kurt Wendler of Sphere Development has submitted an application to change the approved zoning classification of 111 Chestnut Street, parcels 14-13-227 from Residence A to Neighborhood Business District, and

WHEREAS the Planning Board of the City of Watertown considered the request at its May 6, 2014 meeting and defeated a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on June 2, 2014, after due public notice, and

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

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 111 Chestnut Street, parcel 14-13-227, be changed to Neighborhood Business District, and

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

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

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7730 – FAX: 315-782-9014

TO: Planning Board Members

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

SUBJECT: Zone Change – 111 Chestnut Street

DATE: April 29, 2014

Request: To change the zoning classification of 111 Chestnut Street, parcel 14-13-227, from Residence A to Neighborhood Business

Applicant: Sphere Holdings, LLC

Owner: Susan Burker

SEQRA: Unlisted

County review: Not required

Comments: The applicant is requesting this zone change in order to allow commercial development of the parcel at the corner of Washington and Chestnut streets. Specifically, they wish to construct a ~4,000 square foot restaurant with a drive-through at this location.

The subject parcel is currently zoned Residence A and is occupied by a single-family residence. The neighboring lot to the east is zoned Neighborhood Business, and is currently occupied by an automobile service station. The applicant plans to combine the two lots and demolish both structures.

Surrounding land uses are a mix of residential and commercial. This includes a second service station, a gas station, a dentist, a church, and several single-family houses.

The city's Land Use Plan designates this area for "neighborhood business" use.

We have received some correspondence in opposition of the change, attached herewith.

cc: City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
Kurt Wendler, Sphere Holdings, PO Box 207, Manlius NY 13104



Narrative for Zone Change Application

The petitioner of this Zone Change Application is seeking to change the zone of a .3363 acre parcel located at 111 Chestnut Street (Tax Map Parcel Number 14-13-227) (the "Chestnut Street Parcel") from its current designation of Residential A to Neighborhood Business. The zone change is in conjunction with a proposed development that encompasses the Chestnut Street Parcel and an adjoining .3165 acre parcel located at 1200 Washington Street (Tax Map Parcel Number 14-13-228) (the "Washington Street Parcel"). Together the proposed development totals .65 acres.

The proposed development will contain one newly constructed restaurant of approximately 3,900 square feet and associated parking and access. Currently the Chestnut Street Parcel contains 1 single family home and the Washington Street Parcel contains a former gas station that is being used for automobile repair and service.

The Washington Street Parcel is a gateway into the Neighborhood Business district for the Washington Street retail area since its location is on the northern most corner of the district and served by a traffic signal. The current use and overall condition of the building on this parcel is not visually representative of the standards already in the Washington Street retail district today. The building is well beyond its useful life and has experienced no significant improvements over the years. Immediately adjoining the Washington Street Parcel to the south on Washington Street is a Sunoco fueling station and convenience store (the "Sunoco Parcel"). Public record indicates that there are test wells installed on the Sunoco Parcel's northern border. The Sunoco northern border adjoins the Washington Street Parcel raising the possibility of contamination on the Washington Street Parcel. Also further environmental investigation is warranted since the Washington Street Parcel was a former fueling station and is currently used for automotive repair and service. These environmental issues will never be addressed without reinvestment into the property. Improving or preserving the character of the community and investigating and/or remediating environmental issues benefit the public good.

Unfortunately, the Washington Street Parcel alone is not large enough to support a redevelopment that would make significant reinvestment and new construction possible. Modern regulations and building codes require more acreage than what currently comprises the Washington Street Parcel. In order to support a feasible retail or service based business that serves the immediate neighborhoods, there is simply not enough acreage to house a right-sized building on the Washington Street Parcel. By changing the zoning of the adjacent Chestnut Street Parcel to Neighborhood Business and combining it with the Washington Street Parcel, the minimal amount of acreage is achieved to accommodate a building large enough to support a feasible business.

With a zone change from Residential A to Neighborhood Business, the Chestnut Street Parcel can be combined and developed together with the Washington Street Parcel. This assemblage will provide the minimal amount of acreage needed to house a building that allows a new business to serve the neighborhood. Without a zone change to the Chestnut Street Parcel, the Washington Street Parcel will forever remain in its current presentation and possibly polluted, simply because there is not enough room to redevelop it.

April 11, 2014

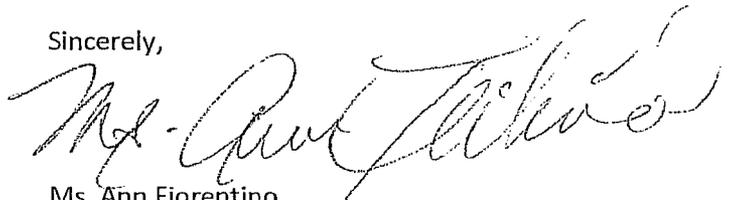
City of Watertown, New York
245 Washington Street
Watertown, NY 13601

Re: Zone Change Application for 111 Chestnut Street, Watertown, New York (the "Property")

I own property located at 1200 Washington Street, in the City of Watertown, County of Jefferson, State of New York. My property adjoins the Property that is requesting the zone change. Please consider this letter as evidence of my support for the change in zone from Residential A to Neighborhood Business.

Thank you for your time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ms. Ann Fiorentino".

Ms. Ann Fiorentino
401 Stone Street
Watertown, New York 13601

APPLICANT'S CONTACT INFORMATION

NAME: SPHERE HOLDINGS LLC

Attn: Kurt Wendler, Partner

ADDRESS: PO BOX 207

MANLIUS, NY 13104

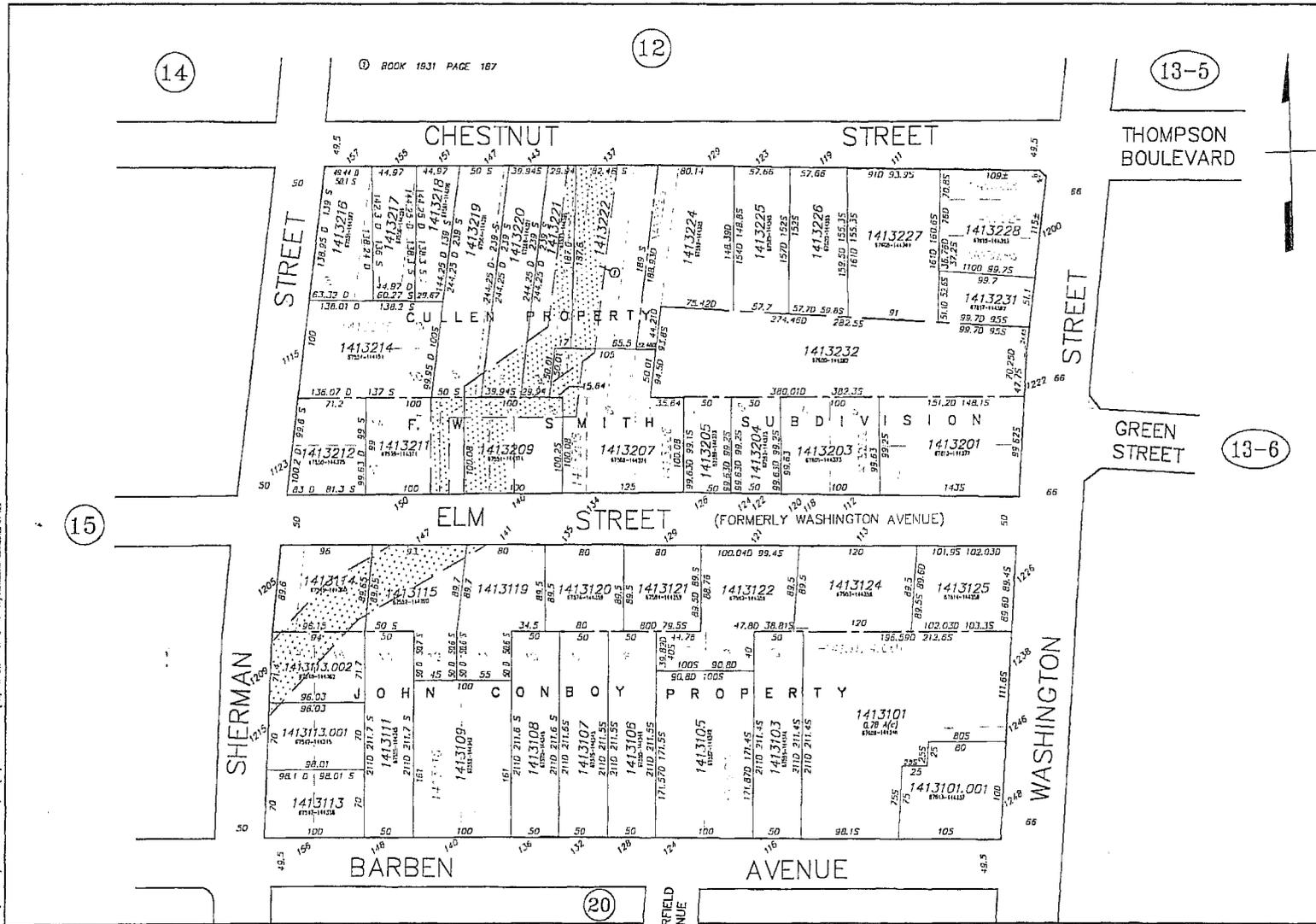
TELEPHONE: 315-569-6520

E-MAIL ADDRESS: kwendler@spheredevelopment.com

Deed Description

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

Beginning at an iron pipe set in the monumented southerly margin of Chestnut Street, a distance of 109.07 feet westerly from the intersection of the monumented southerly margin of Chestnut Street and the westerly margin of Washington Street; thence South 11 degrees 08 minutes 40 seconds West along the lands of Parish Land Company (Bk 920 Pg 342) on the east, a distance of 70.88 feet to a point; thence South 0 degrees 45 minutes 40 seconds West along the lands of Parish Land Company (Bk 920 Pg 342) on the east, a distance of 36.78 feet to a point; thence South 9 degrees 59 minutes West along the lands of Atlantic Refining Market (Bk 999 Pg 86) on the east, a distance of 52.20 feet to an iron pipe set; thence North 81 degrees 14 minutes 30 seconds West along the lands of Mercers Food Store (Bk 874 Pg 323) on the south, a distance of 86.98 feet to a point being 0.25 feet southwest of a woodpost found in cement; thence North 6 degrees 02 minutes East along the lands of Corbett (Bk 1004 Pg 282) on the west, a distance of 155.11 feet to an iron pipe set; thence South 84 degrees 00 minutes East along the southerly margin of Chestnut Street, a distance of 93.41 feet to the point and place of beginning.



Being Surveyed by Seneca & Associates, Inc. (D10-947-7778) - Reg. (D10-187-3012) - S.M.C. and/or Professional Certificate #7 82

SCALE: 1 INCH = 50 FEET
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

DISTRICT 14 MAP 13
REVISED JANUARY 27, 2004

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: Washington St. & Chestnut St. Development			
Project Location (describe, and attach a location map): Corner of Washington St. & Chestnut St.			
Brief Description of Proposed Action: Applicant seeks a change in zoning for 111 Chestnut St. from residential to neighborhood business. Primary purpose for change in zoning is to create ingress and egress from Chestnut St. and support adequate parking. Project consists of a 3,900 square foot restaurant to be located almost entirely on an existing neighborhood business zoned property. The change in zoning for 111 Chestnut St. will allow for this project to move forward and an investment will be made to re-mediate environmental hazards located on the property. Remediation of this pollution will have a direct positive impact to the community.			
Name of Applicant or Sponsor: Sphere Holdings LLC		Telephone: 315-569-6520	
Address: PO Box 207		E-Mail: kwendler@spheredevelopment.com	
City/PO: Manlius	State: NY	Zip Code: 13104	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Site Plan approval will be required from the City of Watertown Planning Board.			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ .3363 acres			
b. Total acreage to be physically disturbed? _____ .3165 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ .6528 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ Site was formally a gas station and is currently used as an automobile service station. Adjacent to the south of the property is a Sunoco gas station with numerous installed monitoring wells, unsure of remediation status at the Sunoco property.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Sphere Holdings LLC / Kurt Wendler		Date: 4/15/14
Signature: <u><i>Kurt Wendler</i></u>		

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

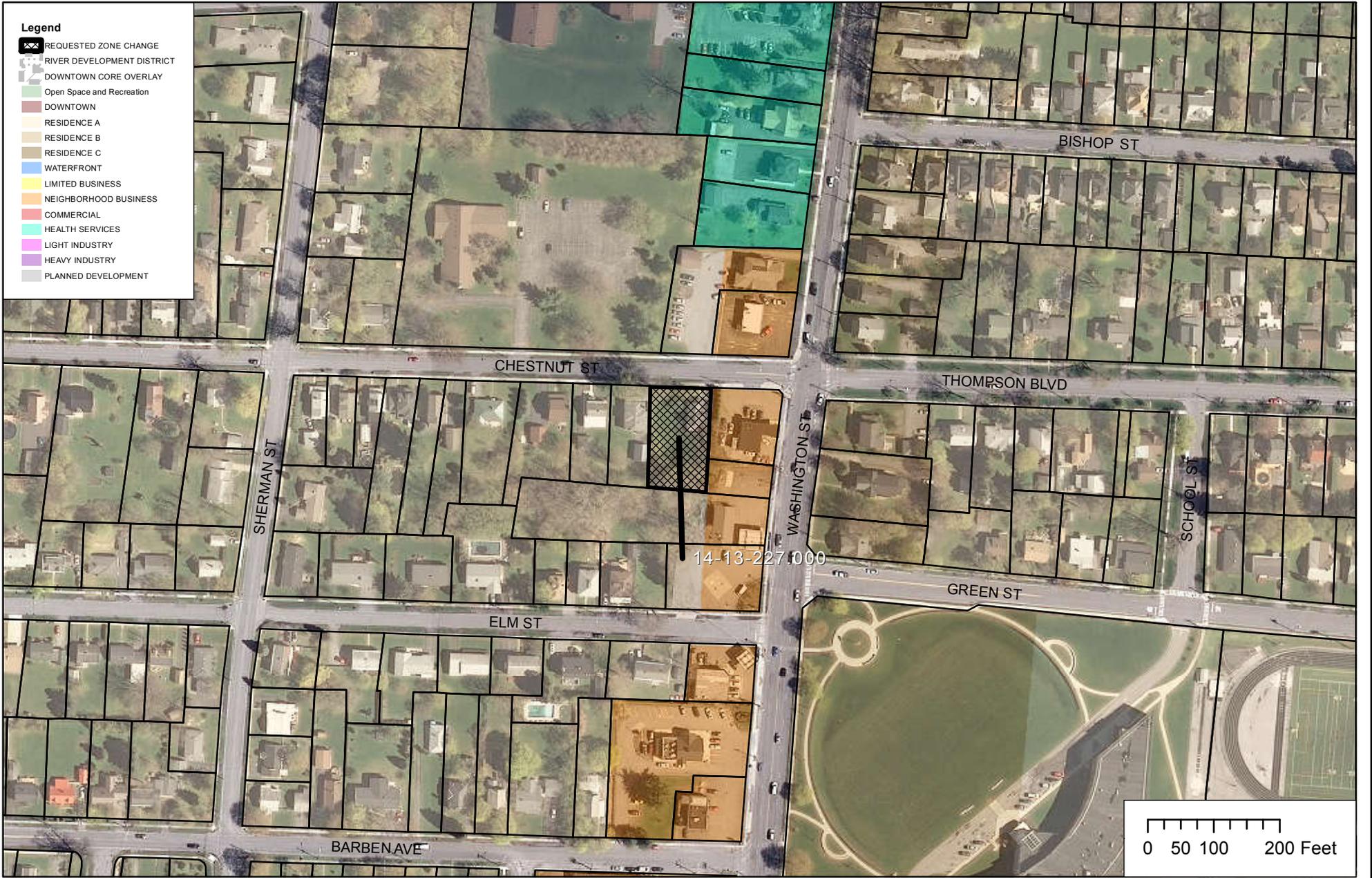
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

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

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT



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

Drawn By: J. Carlsson					
Date: 4/24/2014					
Approved By:					
Date:					
Scale: As Noted					
Map Number: 14-10					
Revision:	Description of Revision:	Date:	By:		



Project: **ZONE CHANGE MAP**
 (Residence A to Neighborhood Business)

Title: **111 Chestnut Street**
 (14-13-227.000)

Susan Burker
111 Chestnut St.
Watertown, NY 13601

Dear Planning Board and City Counsel,

As the resident and owner of 111 Chestnut St. I authorize Sphere Holdings LLC to pursue a zone change and site plan approval. I am in support of the change in zoning from residential to neighborhood commercial and ask that the City of Watertown change my zoning.

Sincerely,

A handwritten signature in cursive script that reads "Susan Burker". The signature is written in black ink and is positioned below the word "Sincerely,".

Susan Burker

**OPPOSITION TO RE-ZONING OF 111 CHESTNUT STREET
AND OPPOSITION TO A MCDONALD'S RESTAURANT**

We, the undersigned, are opposed to the re-zoning of 111 Chestnut Street in the City of Watertown, Jefferson County New York, from Residential A to Neighborhood Business and we are opposed to McDonald's constructing and operating a business on that property and the adjacent property on the Washington Street and Chestnut Street corner:

NAME

ADDRESS

Don Heddleston

246 Chestnut St.

Wendy J. Letts

246 Chestnut St, Watn ny

Alvin Mosk

Paul J. [Signature]

205 Chestnut St. Wat. N.Y.

FRANCIS

Don [Signature]

147 Chestnut St Watn NY.

DJZ

" " "

Patricia Abbott

158 Bowers Ave, Watn, NY

ESTHER

[Signature]

129 Elm St Watertown, NY

Rebecca Clarke

143 CHESTNUT STREET, WATERTOWN, NY

ZANNE

January Zanne

141 Elm. St. Watertown ny



Meeting of City Planning Board is 3:00 pm Tuesday, 6 May 2014, in City Council Chambers, 3rd Floor, Municipal Building (City Hall), 245 Washington Street.

We need you there also.

OPPOSITION TO RE-ZONING OF 111 CHESTNUT STREET
AND OPPOSITION TO A MCDONALD'S RESTAURANT

OFFICE OF CITY MANAGER
MAY 06 2014
WATERTOWN, NEW YORK

We, the undersigned, are opposed to the re-zoning of 111 Chestnut Street in the City of Watertown, Jefferson County New York, from Residential A to Neighborhood Business and we are opposed to McDonald's constructing and operating a business on that property and the adjacent property on the Washington Street and Chestnut Street corner:

BUFFER *

*

NAME

ADDRESS

NAME	ADDRESS
John Corbett	119 Chestnut St. Watertown
Michael Corbett	119 CHESTNUT ST. WATERTOWN NY
Ed Ballester	120 Thompson Blvd Watertown NY
Michael	120 Thompson Blvd Watertown, NY
April McGuire	154 Thompson Blvd Watertown NY
Anderson Family	162 Thompson Blvd Watertown NY
W. E.	186 Thompson Blvd
John Sean	195 Thompson Blvd
Madeleine Hasbun	195 Thompson Blvd
Bencey Rly	191 Thompson Blvd
Jamie Coashan	812 Myrtle Ave
Archie Street	175 Thompson Blvd
John	175 Thompson Blvd
John	167 Thompson Blvd.
John	167 Thompson St.
Dan McGuire	154 Thompson Blvd

Meeting of City Planning Board is 3:00 pm Tuesday, 6 May 2014, in City Council Chambers, 3rd Floor, Municipal Building (City Hall), 245 Washington Street.

We need you there also.

OPPOSITION TO RE-ZONING OF 111 CHESTNUT STREET
AND OPPOSITION TO A MCDONALD'S RESTAURANT

OFFICE OF CITY MANAGER
MAY 06 2014
WATERTOWN, NEW YORK

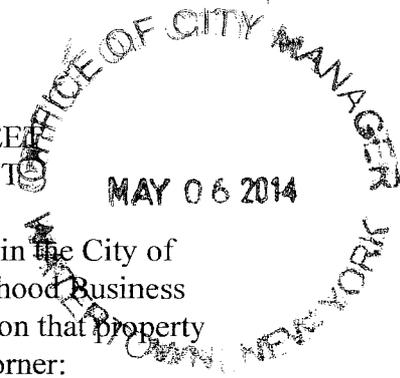
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NAME	ADDRESS
Edward D. Carnal	271 Elm Street
Sally C. Cornish	271 Elm Street
Bonita Brown	263 Elm St, Watertown
Edna J. Brown	" " " "
Marta P. Lamm	246 Elm Street, Watertown, NY
Bridget Paris	417 Floral drive Lot 64 246 Elm Street Watertown NY
John Williams	233 ELM ST WATERTOWN, NY
Dorothy Williams	233 ELM ST - WATER TOWN, NY
Mrs. James Hartzell	232 Elm St, Watertown, NY
James R. Hartzell	232 Elm St, WATIN NY 13601
Melene A. Casey	217 Elm St Watertown, NY 13601
Walter Wynn	134 ELM ST WATERTOWN NY 13601
Ken Hanner	14620 Military Rd Sackets Harbor
Roni A. Wlodarek	213 Elm Street
Marta P. L.	246 Elm St.
Thomas Joles	262 Elm St
Elizabeth Slack-Joles	262 Elm St

Meeting of City Planning Board is 3:00 pm Tuesday, 6 May 2014, in City Council Chambers, 3rd Floor, Municipal Building (City Hall), 245 Washington Street.

We need you there also.

OPPOSITION TO RE-ZONING OF 111 CHESTNUT STREET
AND OPPOSITION TO A MCDONALD'S RESTAURANT



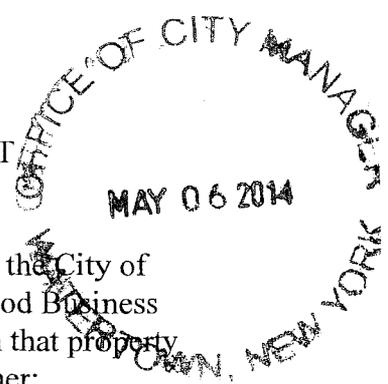
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NAME	ADDRESS
Roman Espinoza	123 Chestnut St Watertown NY *BUFFER
MARY Espinoza	123 Chestnut St Watertown NY *
Angela Zaremba	265 Chestnut St Watertown NY
Joseph A. Geno	239 Chestnut St.
Paul H. Barben	221 Chestnut St
Ernie M. Barben	221 Chestnut St.
Gina Finn	202 Chestnut St
Nick Finn	705 Cadwell St
Ronald Finn	202 Chestnut Street
Robert C Finn	202 Chestnut Street
Julia Stoddart	157 Chestnut St.
Jeff Stoddart	157 Chestnut St.
Jenn Decker	137 Chestnut St.
Nick Austin	126 Elm St.
Robin Allen	126 Elm St.
Brittany Weicher	134 Elm St

Meeting of City Planning Board is 3:00 pm Tuesday, 6 May 2014, in City Council Chambers, 3rd Floor, Municipal Building (City Hall), 245 Washington Street.

We need you there also.

OPPOSITION TO RE-ZONING OF 111 CHESTNUT STREET
AND OPPOSITION TO A MCDONALD'S RESTAURANT



We, the undersigned, are opposed to the re-zoning of 111 Chestnut Street in the City of Watertown, Jefferson County New York, from Residential A to Neighborhood Business and we are opposed to McDonald's constructing and operating a business on that property and the adjacent property on the Washington Street and Chestnut Street corner:

NAME	ADDRESS
Lynne Maitland	161 Thompson Blvd.
Karen Maitland	161 Thompson Blvd.
AKK	143 THOMPSON BLVD.
Michelle Robinson	143 Thompson Blvd
Theresa Ful	133 Thompson Blvd
Robert Snell	232 Chestnut Street
KANDY ELIE	227 CHESTNUT ST.
Leanna Sprague	221 Chestnut St
Paul H. Bowler Jr	221 Chestnut St.
Scott M. Sacco	1309 Luce St.
Todd J. Yuack	118 Elm St
Christy Yuack	118-120 Elm St.
Thomas A. Barber	847 Myrtle Ave
Leborah A. Cavallarin	257 Thompson Blvd
Lorraine Irwin	285 Chestnut St.
BRUCE IRWIN	285 CHESTNUT ST.

Meeting of City Planning Board is 3:00 pm Tuesday, 6 May 2014, in City Council Chambers, 3rd Floor, Municipal Building (City Hall), 245 Washington Street.

We need you there also.

Kay Benedetto 237 Elm St

Rod Benedetto n n s

Karen R. Hall 1381 Washington St, Watertown, NY

Paula Jank 208 Chestnut St, Watertown

Chiffon 208 Chestnut St.

Fred McGee 121 Elm St. Watertown N.Y.

May 4, 2014

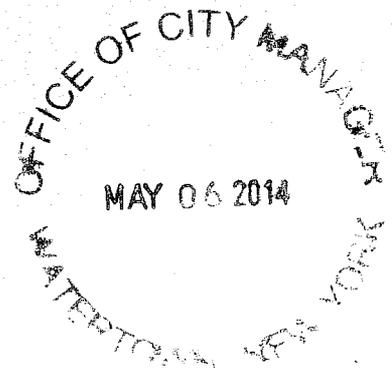
To the Watertown, NY Planning Board and City Council Members,

I am writing with great concern regarding the proposal to build a McDonalds Fast Food eatery at the corner of Washington and Chestnut streets in Watertown, NY. My name is Alexandra Velasquez and I am currently living on Dover Air Force Base, Delaware, but Watertown NY is my true home. Because I am unable to attend the Planning Board meeting this Tuesday, 6 May, I am writing this letter to express my concerns from afar. For the record, both my husband, Zackary Velasquez (also from the North Country), and I oppose this proposition. We are not the only ones who think that this proposal would greatly impact our community in a negative way. Please remember, we consider this area of Watertown to be our home and not a place for big-business to come into.

I would like to point out that there are currently two McDonalds in Watertown. One located on Arsenal Street and the other located on State Street. The two locations are approximately 2.8 miles away from each other and (on a good day) it would take ten minutes to go from one to the other. Now, if one were to go onto Google Maps and find the distance from each of these locations to Chestnut Street, you would see that from State Street McDonalds to Chestnut street would be 2.2 miles and from Arsenal Street to Chestnut Street would be 2.1 miles.

I understand that this area of town is very desirable as it has been maintained as primarily residential, including residential A property, houses are local school campus and many of the more expensive homes of this town. So, outsiders (big business) thinks it prime property and wants to make use of land, profit off our school children going to/from school and build where some of the higher income families live. From our past experience of dealing with a situation similar to this (referencing the expanding Sunoco), we know that many only see a paycheck when they see this property. The friends and families on and surrounding Chestnut Street call it HOME. We visit our HOME very often and one of my favorite things about it is the fact that it is not currently in an overly-congested area of the city and I can walk outside and see beautiful trees, etc.. Many who do not live in this area of town will find it difficult to imagine. But just imagine what I am explaining to you, then imagine the over rated, bright, yellow, "golden arches" being visible from your property! It changes community dynamics completely!! The people of this neighborhood love their homes so much because it's primarily a quiet area and only busy during the school hours.

Speaking of school, I would like you to take note that such a large business would bring a substantial increase in traffic to Case Middle School and Watertown High School. When I lived on Chestnut Street, I remember at least 4 accidents that involved a child getting hit by a moving vehicle on Washington street. Anyone with the right mind would know that this number would increase if you choose to approve this proposal. It is known, Nation Wide, that child obesity



is a major problem. The School should be feeding their children healthy and nutritious meals as this has proved to increase their focus in school. Do we really want to put one of the world's largest fast food restaurants in front of a middle school and high school when according to The American Heart Association; "one in three of American kids and teens are overweight" and "Childhood obesity is now the number one health concern among parents in the United States, topping drug abuse and smoking."

McDonalds would bring unwanted crime to the neighborhood. McDonalds would bring a stench of burger grease and stale fries. McDonalds would disrupt our peace with their outdoor intercom system (would you like to super-size that?)!!! McDonalds would cause traffic problems in our area. Sunoco would then try to rezone their back lot if allowed the residential area on Chestnut Street to be rezoned. McDonalds would end up creating floods for the residents behind them during snow/rain seasons.

Ultimately, this is not about McDonalds, this is about the expectations of the residents of this area. We expect that our voices, wishes and concerns will be the top priority of those we have elected to represent us. We expect that the community that we "bought in to" will maintain that which made this area so desirable. Understanding those who represent us may not all live in this area, but those people have made a choice to purchase where they purchased, just as we made a choice to purchase where we purchased. Just because one person might think it's alright to live next door to big-business in some other area of town, does not mean that is what we want in our neighborhood. We want to know that those who we have elected respect our neighborhood, what attracted us to this neighborhood, and what is best for this neighborhood!!! Enough is enough. We, and many of the people we know from our Residential A neighborhood in Watertown are now watching this Planning Board and City Council members very closely to see exactly who is representing the wants/needs of our neighborhood. What was allowed to happen with Sunoco is shameful but (don't for one minute) think we are not smart enough to figure out that Sunoco is waiting for a response to the McDonalds deal to see if they can then re-proposition for the re-zoning of their back property.

Please add both of our names to any list that opposes the rezoning of the property on Chestnut Street and also the construction of a McDonalds on the corner of Chestnut and Washington Streets.

Expecting your residential support,
Alexandra and Zackary Velasquez

Alexandra Velasquez
Zackary E. Velasquez

Mix, Kenneth

From: Christopher Jank [cjank@twcny.rr.com]
Sent: Wednesday, April 30, 2014 5:53 PM
To: Mix, Kenneth
Subject: Chestnut St. McDonalds

To Whom It May Concern:

I have read and heard in the news of the proposed McDonalds franchise for the corner of Washington St. and Chestnut St. I have to say that I am opposed to this for several reasons:

1. The proposed restaurant would significantly increase traffic, both pedestrians (mostly students) and vehicle traffic, at an already busy intersection and consequently down Chestnut St. On several occasions I have been witness to students walking across against the lights or in the middle of traffic and this would only increase. Also, on the next intersection of Chestnut and Sherman, the four way stop is routinely run and has been the seen of several accidents.
2. The proposed restaurant would remove a house on Chestnut St. from Residential A to business zoning. This would be a bad precedent spot change zoning just for one business. Zoning exists to protect neighborhoods from inappropriate use and this would certainly be an inappropriate use. There have been recent proposals to expand the convenient store in the area which was turned down. If a local business cannot expand or remodel why should we let McDonalds come in?
3. There are nearby areas which would be much better suited for such an establishment further up the hill on Washington St.
4. Property values on Chestnut St. would be severely affected. My family bought a house on Chestnut St. fourteen years ago. It was a foreclosure, a fixer upper if you will. We have spent a considerable amount of time, money and efforts to make it into a home to be proud of and would be worth something. The McDonalds down the street would certainly cause a drop in home values.
5. In the interest of public health and childhood obesity, another fast food franchise is not what we need across from the main campus of the Watertown City School District. Although that is probably why McDonalds chose that location.

Thank you for listening.

Christopher and Paula Jank
cjank@twcny.rr.com

208 Chestnut St.

Mix, Kenneth

From: npenrose@aol.com
Sent: Wednesday, April 30, 2014 8:46 AM
To: Mix, Kenneth
Subject: Opposition to zoning change on the corner of Washington and Chestnut St.

Mr Mix and the City of Watertown Planning Board:

I am writing to voice my concerns about the proposed zoning change request in regards to the proposed McDonalds on the corner of Washington St and Chestnut St.

I moved to Watertown and the 1200 block of Sherman St because it is a nice neighborhood. I believe that nice neighborhood would change if the zoning change request is allowed. There would be increased traffic, noise, and trash. Then there is the odor associated with the fast food industry. If the zoning change is allowed, would other fast food chains be allowed to follow?

I thought long and hard before moving to Watertown. Friends who are natives or grew up in Watertown have moved out of the City. I respectfully request the zoning change NOT be approved. Help me know I made the correct decision in moving to a nice neighborhood in the City of Watertown NY.

Thank you,

Nancy Penrose
1202 Sherman St
Watertown NY 13601
315 836 5477

Mix, Kenneth

From: O'leary, Brian M MSG USARMY NETCOM (US) [brian.m.oleary.mil@mail.mil]
Sent: Monday, April 28, 2014 5:47 PM
To: Mix, Kenneth; Lumbis, Michael
Cc: O'Leary, Monica Kinyetta SFC USARMY ICOE (US)
Subject: Planning Board 6 may Meeting (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Mr. Mix and Mr. Lumbis,

I am contacting you to ask you for instructions on communicating opposition to the McDonald's Restaurant proposed for the corner of Chestnut and Washington streets in Watertown.

My wife and I are active duty Soldiers formerly stationed at Ft. Drum and are the owners of a home located at 129 Chestnut St. We purchased the property in 2007, made improvements, and intend to return to the home in the future.

We are concerned about the potential negative impact a change in zoning to allow McDonalds would have on our street and our family. Specifically, the traffic, noise, litter, and smell the business will bring, as well as effect on the value of our home in the future.

We would like to make sure that our views opposing the project are considered by the planning board before they make a decision to change the zoning.

I would appreciate instructions on how to formally communicate our input for inclusion in the 6 May meeting discussion.

Thank you.

Brian and Monica O'Leary
246 Nelson St
Ft. Huachuca, AZ, 85613
(803)486-5944

Classification: UNCLASSIFIED

Caveats: NONE

Mix, Kenneth

From: Sprague, Philip J. [pjsprague@financialguide.com]
Sent: Friday, April 25, 2014 10:15 AM
To: Mix, Kenneth
Subject: Proposed McDonald's on Washington St.

Ken,

We are contacting you to express our strong opposition to the proposal to change the zoning status of Washington/Chestnut streets and allow a McDonald's in the neighborhood. I assume there will be a public hearing regarding this issue; could you please inform me of the date and time, as well as any other venue you might suggest to register our opposition.

Thank you,

Phil Sprague
Emily Sprague
Colleen O'Shaughnessy
Matthew Considine

Philip J. Sprague
531 Washington St.
Suite 3501
Watertown, NY 13601
315.788.5860

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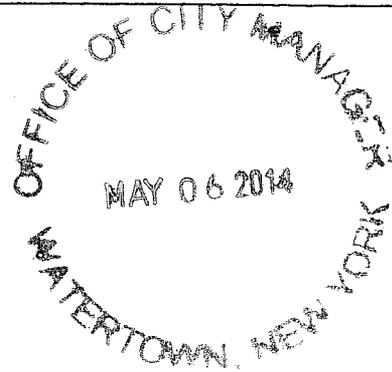
Stone Presbyterian Church

140 CHESTNUT STREET
WATERTOWN, NEW YORK 13601

OFFICE (315) 788-5630
STUDY (315) 788-8561
FAX (315) 788-8561

May 6, 2014

City of Watertown
Planning Board and City Council Members
245 Washington St.
Watertown, NY 13601



Dear Members of the Planning Board and City Council:

Thank you for apprising us of the request coming to the City Planning Board at its May 6th meeting. Our church is within 100 feet of the subject property.

At a special congregational meeting held Sunday, May 4th, Stone Presbyterian Church members voted unanimously to oppose rezoning of the property located at 111 Chestnut Street from 'Residence A' to 'Neighborhood Business' to accommodate the construction of a McDonald's Restaurant.

The following concerns were raised during the discussion of the motion:

- Increased traffic flow and congestion.
- In order to avoid the congestion on Washington Street, motorists will use alternate routes such as Sherman or Holcomb Streets, causing them to become main arteries for travel.
- Late night loitering due to 24/7 hours of operation.
- Environmental issues, e.g., littering of trash.
- Nutritional issues, e.g., additional venue for unhealthy eating habits among students attending nearby schools, as well as young people residing in the surrounding neighborhood.
- The possibility of a 'domino effect' that will lead to rezoning of additional houses on Chestnut Street.

We appreciate the opportunity to respond to this proposed action, both in writing and in person, at the May 6th City Planning Board meeting.

Sincerely,

Christine Dear
Clerk of Session
Stone Presbyterian Church

City of Watertown Planning Board



My name is Amy Corbett. My husband, Michael, and I live at 119 Chestnut St. Watertown, NY . Our property abuts 111 Chestnut St, the zone change proposal site. We are the most affected neighbors, as the proposed McDonald's entrance and exit driveway is within 20' of our driveway. The drive-through would be within 40' of our dining room window. I brought pictures of the open view from our home now and pictures of McDonald's fence line, on Arsenal St., that you can see how our view along with our lives will change. Please do not take away this openness in our neighborhood.

I would like to know if the planning board has done any type of an impact study of the change in traffic, property value loss, and safety issues associated with this proposed zone change.

We first learned of this proposal on April 23, 2014, by reading newzjunkie, while we were still in Florida. This was less than 2 weeks ago. You can imagine the shock of this news. We haven't been home a week yet but the nightmares are still here and every day is filled with thoughts of losing our serenity and having to move from our home.

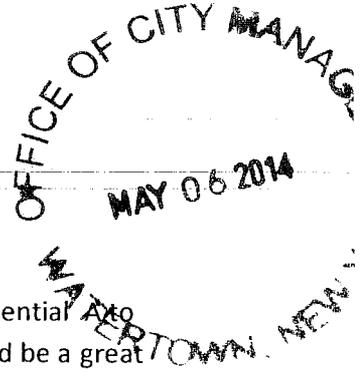
Please feel free to come to our neighborhood to see for yourself the impact that the zone change would have on this residential street and specifically, our home.

Thank you.

Respectfully

Amy Corbett

Members of the Zoning Board for the City of Watertown, NY 13601



Mike and Amy Corbett 119 Chestnut St Watertown, NY 13601

We are here to present to you our reasons for not changing 111 Chestnut St from Residential A to Neighborhood Business for the McDonald's Restaurant Proposal. This restaurant would be a great nuisance to the entire neighborhood. Our reasons are the following:

1. McDonald's has no franchise in the City of Watertown NY that is located in a Residential A area. Why start one now?
2. Traffic in this area is already congested. This business would make more traffic and back up traffic in all directions.
3. There are four schools in the immediate area, with many children that walk to and from these schools. This extra congestion would make it more dangerous for crossing streets and sidewalks where driveways are located.
4. There would be never ending lights that would interrupt our tranquility. Also headlights from vehicles would be shining on our house causing a nuisance as they come around to the drive up order stand.
5. The drive through for orders is being located at the end of the building that faces our home. This will cause a constant order taking from outside speakers, example, " what would you like to order and welcome to McDonalds", all hours of the day and night.
6. There would be excessive car noise, delivery vehicle noise, and trash removal noise all hours of the day.
7. The level of the land from Washington St to 119 Chestnut St is a considerable drop. Even if leveled for a business to be located there, there would be a considerable run off of rain water, snow melt, car oil residue, air conditioner water, salt, and trash waste run off. This will all be diverted toward our residence.
8. The sewer system and storm drains could be over loaded.
9. Our neighborhood would become noisy, due to McDonald's attracting crowds of youths to a historically residential neighborhood thus causing a nuisance.
10. Chestnut St. would no longer be an attractive neighborhood to live in.
11. There will be a decrease in our property values in our neighborhood. Our home at 119 Chestnut St. would be the most affected.
12. The smell of fast foods will impregnate the area day and night. There will also be the smell of trash, dumped food items and food packaging. The dumpster will be located by our garage and not at their back door. There will be unwanted birds, raccoons, opossum and insects drawn to the area.
13. If McDonald's , or any business of this size, gets this variance, every Residential A neighborhood could be open to all businesses.
14. The big issue is what is a neighborhood business?
15. We don't want to keep businesses out of the area, but this restaurant is to the extreme!!!
16. This zoning change would not improve the existing neighborhood. It would be taking the neighborhood away from us.

Joanne Nugent-Ward

156 Chestnut Street

Watertown, NY 13601



Dear Watertown City Planning Board and Watertown City Council,

I live in the One hundred block of Chestnut Street here in the city of Watertown. I am writing to express my opinion regarding the building of a Mc Donald's at the corner of Chestnut Street and Washington Street. I am against this for the following reasons:

1 – The corner of Chestnut Street and Sherman Street is already a very busy corner. Children walk back and forth to Sherman Street School and students from Wiley, Case and the High School also walk home across this intersection. The additional traffic that would result from a Mc Donald's being placed where it is being proposed would make it more dangerous. There are already many near misses at this intersection due to people not obeying the stop signs. I believe the additional traffic increases the risk for pedestrian/vehicle accidents.

2 – I am very opposed to rezoning a residential property which encroaches into an existing neighborhood into "neighborhood business". It would create a precedent to move further down the street for other businesses in the future. We have a very nice neighborhood and placing a Mc Donald's here would potentially change that atmosphere.

3 – In keeping with the above statement, I feel the smell of greasy cooking oil in the neighborhood would negatively impact the value of our properties.

4 – The drive through for Mc Donald's would be within 20 feet from the closest property. This would negatively impact the quality of life for the people residing in that house. For example, in the summer when the windows are open, they would be awakened at 6:30 am by someone ordering their breakfast. How would any of you on the Planning Board or City Council like to wake up to this each morning?

It seems to me that relocating the proposed Mc Donald's to the top of Washington Street hill would be a more feasible and less encroaching option.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Nugent-Ward".

Joanne Nugent-Ward

143 Chestnut Street
Watertown, NY 13601
3 May 2014



Watertown City Planning Board and
Watertown City Council
245 Washington Street
Watertown, New York 13601

Ladies/Gentlemen:

Subject: Rezoning 111 Chestnut Street and Establishment of McDonald's Fast Food
Business at the corner of Chestnut and 1200 Washington Streets in the City

Having read the Watertown Daily Times and sporadically visiting Newzjunky, we understand that the McDonald Corporation has provided you with documents requesting it be allowed to construct and operate a McDonald's Fast Food business at the above corner.

As residents and homeowners of property on Chestnut Street and the surrounding Streets, we are opposed to the rezoning of 111 Chestnut Street and opposed to the placement of a McDonald's fast food business in that area. We understand that McDonald's first approached another property owner on Washington Street and was quickly turned away.

Regardless of the aesthetic appearance of a proposed new structure, this is the wrong location in the City and it would impinge on the rights of homeowners in the area who historically and currently pay good taxes to live in and enjoy the quiet homey residential neighborhoods. Chestnut Street, Thompson Boulevard, Elm Street, Sherman Street, Green Street, Bishop Street, Washington Street and the surrounding areas could eventually become much like the State Street or Arsenal Street properties with its traffic, trash on the lawns and streets, greasy odors, noise from take out speakers, noise from trash removal at various hours, lights and noise from vehicles, and serving customers at a 24-hour a day business. Allowing this to occur, would destroy the neighborhoods. It is not right to allow big businesses to harm the residents.

To allow an entrance and an exit on Chestnut Street would further compound traffic congestion and create even more traffic and safety problems as children walk, ride, skateboard, or bicycle to and from schools in this area. Environmental issues and traffic flow studies along with studies on increasing lanes or widening the highway would need to be completed favorably. Sherman Street would quickly become the substitute thoroughfare for Washington Street for the movement of traffic and side streets could

quickly become the new detours; for example, the street and parking lots that pass Wiley School and empty onto the 1300 block of Washington Street. And adding to the congestion, tourist buses frequently patronize McDonald's.

We realize that there is a Jiffy Lube station fronting on the other corner of Washington Street with Chestnut Street. This is a quiet business; the traffic at best is minimal at that location. The parking lot in the rear and adjacent to it is used only by those who are patients of Dr. Kellie Sanzone next door at 1114 Washington Street. That lot abuts the Stone Presbyterian Church property at 140 Chestnut Street. Young children live on Chestnut Street (there are currently 9 in the 1st block of Chestnut) and have used and continue to use the church parking lot and sidewalks on Chestnut Street to play, walk, run, ride bicycles, etc.

We purchased homes in this area because of the large quiet residential neighborhoods away from busy and noisy businesses and because the area was close to schools, small stores, and medical facilities. The ideal spot to raise a family. A 24-hour fast food business would create a nuisance and constant annoyance and is not wanted in this residential area, especially when it encroaches on our property, our lives, our lifestyles, and the environment.

Granting approval to McDonald's would signal and encourage Sunoco to once again re-seek a zone change for the part of its property which is adjacent to 111 Chestnut Street and which projects more than the same depth back into the Chestnut Residential Area. The City previously considered a re-zoning proposal by Sunoco and decided not to allow rezoning from Residential A to Neighborhood Business for the back area of the Sunoco property. Issues with Sunoco were ongoing from the Summer of 2011 through the Fall of 2013. This current situation with McDonald's is basically the same issue of re-zoning but this affects more homeowners, residents, and citizens than those originally affected by Sunoco. This actually affects the current users and vehicle drivers on Washington Street and the surrounding streets.

In addition, McDonald's would need to fill the current low level lawn area at 111 Chestnut Street in order to build a parking lot for traffic ingress and egress. Plowing snow banks and snow removal would create issues and problems as the snow would be pushed against their new fence and then melt onto other properties. This would cause a severe water drainage problem as water seeks its lowest level and ultimately would end up in the middle of the block in back yards creating large ponds, and creating even larger ponds during the wet season. This is brought to your attention as other property owners filled in their land which then created a large water collection area on adjacent land making the land un-useable for months. At least two homeowners have water damage to property and most of the Spring and Summer can no longer mow, plant a garden/flowers, or play any lawn games in that area. Walking there is like walking on mush.

It seems every few months, we homeowners must gather and face another attempt to change our residential area. If you allow the re-zoning and if McDonald's is allowed to open a fast food business, our property values will plummet quickly. Could we please put an end to this and leave the Chestnut Street property as Residential A.

Thank you on behalf of all who (by signatures or vocally) have indicated opposition to the re-zoning of 111 Chestnut Street and opposition to the establishment of a McDonald's fast food business at the corner of Chestnut Street and Washington Street in the City.

Respectfully submitted,

Mary Espinoza

Roman Espinoza

Patricia Abbott

Rehba Clarke

Mary Espinoza

Roman Espinoza

Patricia Abbott

Rehba Clarke

ZONE CHANGE – MCDONALD’S
111 CHESNUT ST – PARCEL 14-13-227

The Planning Board then considered a request submitted by Kurt Wendler of Sphere Holdings LLC to change the approved zoning classification of 111 Chestnut Street, parcel 14-13-227, from Residence A to Neighborhood Business District.

Mrs. Freda explained to the audience that the applicant would present their proposal to the board, and afterward there would be an opportunity for public comment.

Kurt Wendler approached the board. He explained that Greg Widrick of Sphere Holdings and Chris Boyea of Bohler Engineering were also present.

Mr. Widrick showed a PowerPoint presentation to the board, and explained the project and the history of his development company. He said that he had grown up near Watertown and remembered walking down Washington Street to get lunch when he was a child.

He explained that the front parcel of the property was already zoned Neighborhood Business, but it is too small to be developed as-is, being only 1/3 of an acre. He mentioned that there is already a lot of retail in the area—the whole west side of Washington Street between Chestnut and Iroquois has commercial development, including Dunkin Donuts, Tops, Kinney Drugs, Stewart’s, and Sunoco.

He noted that the dentist just to the north has a variance to use a rear lot for a parking lot, which extends roughly the same distance back from the street as the McDonald’s parking lot would. Sunoco also has a non-conforming parking lot which extends into the Residence A district. All the parcels in this area were too small when the area was originally zoned, and the retail uses have been expanding westward gradually for decades.

Chris Boyea approached the board to explain the preliminary site plan. Because a drive-through was proposed, there would be a counter-clockwise circulation pattern. He also explained that the site’s history as a gas station would mean there is a high probability of environmental issues. Remediation is costly, and not likely to occur unless there is a redevelopment project. His client has the means to clean the property.

He explained that his firm has designed other McDonald’s in Watertown, and that the other two locations have been good community citizens as far as cleanliness and traffic impact are concerned. The project would be ADA compliant and pedestrian friendly.

Mr. Katzman asked if there was any way to mitigate odor from the grills and dumpster.

Mr. Boyea said that technology for odor control has improved. There will be filters and scrubbers on the exhaust fans in the kitchen, and all the mechanical equipment will be on the roof.

Mr. Boyea then noted that the restaurant was not likely to generate new trips. Washington Street has high traffic already, and the restaurant aims to capture customers from the existing traffic flow. Given that there are two other McDonald's already in the city, no one would be making long trips to visit this location.

Mrs. Fields asked why this particular location was chosen.

Mr. Widrick said that the high traffic on Washington Street and the proximity to a traffic light make it a good choice—it has easy access and many potential customers. Washington Street has about 13,500 cars passing per day.

Mrs. Gervera asked how the depicted restaurant compares to the other locations in terms of square footage.

Mr. Boyea said that it will be slightly smaller than the State Street location.

Mr. Katzman asked how traffic would be handled if cars backed up around the restaurant in the drive-through queue. He worried that they may block traffic in the street. He mentioned that he had stopped at Sunoco on the way to the meeting for gas, and it was very difficult to exit their parking lot, and conditions would be even worse with the proposed development.

Mr. Boyea replied that, given that this site would be a blank slate, a lot of the traffic concerns can be mitigated. For instance, the store will have two menu boards to speed up the queue.

Mr. Katzman asked how many drive through customers were expected each day.

Mr. Boyea said they did not have an estimate at this point.

Mrs. Fields said that the neighborhood seems to be concerned about maintaining their property values, and are worried about commercial uses cascading further down the street.

Mr. Boyea noted that the actual building would be located within the area that is already zoned Neighborhood Business, the rear lot would only be for parking and vehicle circulation, much like the nearby dentist office.

Mrs. Freda addressed the board, reminding them that the current application is a zone change request, not a site plan review. Discussion and comments should focus on the potential new uses offered by NBD, not on the details of the site plan design.

She then asked if the applicants had any more to say prior to the public comments.

Mr. Widrick reiterated that their proposal would clean up the corner. The area is growing and the current zoning is inhibiting development.

Mrs. Freda invited the public to approach the microphone if they wished to address the board.

Bruce Irwin of 285 Chestnut Street said that he is a retired DOT engineer, and in his opinion the board should not make a decision without considering all factors, including traffic. He said that the current traffic levels are very high. Thompson Boulevard is a two lane street that handles 4,600 cars per day—and with Washington handling over 14,000, traffic is at the level where widening the roads may be warranted. He said that the close proximity of the driveway to the intersection is problematic. The board should require full traffic information.

[Note: a 2008 traffic report by the Engineering Department indicates that the actual daily count for Thompson Boulevard at Washington Street is 3,611 ADT.]

Michael Corbett of 119 Chestnut Street said that he is against the change for many reasons. He believes that the restaurant would be a nuisance to the neighborhood. Other McDonald's locations are not in residential areas, so why start now? Too much traffic would be generated. Children walking to and from school would be in greater danger. Bright lights would shine into nearby homes 24 hours a day. Headlights from the drive-through would shine directly into his house. Noise from the ordering boards could be heard in his house. Topography drops off from Washington, and runoff could come into his yard. The smell of the cooking and dumpsters would permeate the neighborhood. He concluded saying that he is not opposed to development in general, but this location should be an office, not a high-volume restaurant.

Amy Corbett of 119 Chestnut Street said that her house is just 20 feet from the proposed entrance driveway. Her house was built by her husband's great grandfather, and now its tranquility is under threat, causing her nightmares. She only heard of the change two weeks ago, and had flown back from Florida to oppose the change.

Mary Espinoza of 123 Chestnut Street said that she had for submittal to the board a petition against the change with 105 signatures [filed in City Engineer's office]. She said that she believes Sunoco will come back and try to expand their operation again if McDonald's is approved. She said that she moved to the area to be closer to her parents. She is also concerned about additional danger to school children, as she has seen them jaywalking in this area. She would like to see big business locate elsewhere.

Reverend Dr. Marti Montovani of Stone Presbyterian Church, 140 Chestnut Street, told the board that her congregation had held a special meeting, at which there was a unanimous vote to oppose the zone change. They are worried about additional traffic on Sherman Street, late night loitering, litter, a negative impact on nutrition, and domino effect for development in the area.

Fred Benedetto of 227 Elm Street said that he has lived in the area for quite some time, and the large amount of traffic that cuts down Brook Drive to avoid Washington Street is an indicator of congestion in the area. Dunkin Donuts already causes a back up on Washington Street. He is opposed to the change, his opinion informed by having been here for 56 years. The previous owner of the region's McDonald's franchises avoided the area.

A letter from Joanne Nugent-Ward of 156 Chestnut Street was read aloud. [Letter filed in the City Engineer's office.]

Christopher Jank of 208 Chestnut Street that he is opposed due to traffic, danger to walking students, the possibility of Sunoco expanding if McDonald's is successful, and the fact that other sites further south are better suited.

Elizabeth Yurack, owner of 118 Elm Street, said that she was concerned that people would loop around on Elm Street to avoid the light and get to McDonald's faster. She thinks the curb cuts are too close to the intersection. Her property is on Elm Street, it is a duplex rental with good tenants, and any detriment to that property could affect her income directly.

Mrs. Freda listed several letters that were received prior to the meeting:

- A letter from Christine Dear on behalf of Stone Presbyterian Church, 140 Chestnut Street, in opposition to the change.
- A letter signed by Mary Espinoza, Roman Espinoza, Patricia Abbott, and Rehba Clarke, sent from 143 Chestnut Street, in opposition to the change.
- A letter from Alexandra and Zackary Velasquez of Dover, Delaware in opposition of the change.
- An email from Phil Sprague, 531 Washington Street, in opposition of the change.
- An email from Brian O'Leary, Ft. Huachuca, Arizona, owners of 129 Chestnut Street, in opposition of the change.
- An email from Nancy Penrose, 1202 Sherman Street, in opposition of the change.
- An email from Christopher Jank, 208 Chestnut Street, in opposition of the change.

Mr. Katzman said that after reviewing the application materials and listening to the neighborhood feedback, he believes that the application should not be approved for the same reasons than Sunoco was not recommended for approval in 2011. Namely, he is concerned with traffic and the unwanted encroachment of commercial uses into a residential area. He said that, as a licensed real estate broker, he believes the change would have a negative impact on property values.

Mrs. Gervera and Mrs. Fields concurred that an impact was likely or at least possible.

Mr. Katzman mentioned that 24-hour operation would have a major impact on the area, and the new dumpster would attract crows and seagulls.

Mrs. Fields said that many years ago, during her previous tenure on the planning board, a similar issue had come up at the corner of Barben and Washington. She had voted

against that proposal, and she plans to vote against this one. She said that she likes McDonald's and she thinks it is a great organization, but she does not want it in this particular location.

Mrs. Capone said that she would like to make a motion against the application.

Mrs. Freda explained that the board had been advised to make only positive motions for legal reasons, so the proper procedure would be to make a motion recommending approval, and then vote against it.

Mrs. Capone moved to recommend that City Council approve the request submitted by Kurt Wendler of Sphere Holdings LLC to change the approved zoning classification of 111 Chestnut Street, parcel 14-13-227, from Residence A to Neighborhood Business District.

Mrs. Fields seconded.

Mrs. Freda, prior to the vote, said that she feels the proposed project is a substantial increase in the intensity of use for the area. It also creates a material conflict with the existing zoning. Approving the change would impair the character and quality of the neighborhood, and would invite further commercial encroachment.

Mrs. Freda then questioned the board on Mrs. Capone's motion. All voted in opposition.

For the benefit of the applicant and the audience, Mr. Mix noted that the City Council will likely hold a public hearing and make a final decision on the application at their June 2, 2014 meeting, to be held in this room at 7:00 pm.

Tabled

May 13, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Appointment to the Transportation Commission,
Dawn Mills

At the May 5, 2014 City Council Meeting, this resolution was again tabled. I am now pleased to enclose Ms. Mills' letter of interest and resume as part of her nomination to the Transportation Commission.

If Council wishes to consider Ms. Mills for the Transportation Commission, I recommend that Council remove the resolution from the Table and also consider an Amendment to that resolution to correct her home address as:

P.O. Box 177
Brownville, NY 13615

Her work address was inadvertently included in the resolution, rather than her home address.

A search of our files did not reveal that residency in the City of Watertown is a requirement for this Board. We have another member on the Transportation Commission who lives outside the City of Watertown who also works in the City, as does Ms. Mills.

RESOLUTION

Page 1 of 1

Appointment to the Transportation Commission,
Dawn Mills

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

Council Member Teresa R. Macaluso

BE IT RESOLVED by the City Council of the City of Watertown, New York, that Dawn Mills, 482 Black River Parkway, Watertown, New York, is hereby appointed to the Transportation Commission, to fill the unexpired term of JoAnna Fassett, which term expires April 1, 2015.

Seconded by Council Member Joseph M. Butler Jr.

Dawn Mills
PO Box 179
Brownville, NY 13601
(315) 777-3771

Dear City Counsel,

I have been asked by Webby at the bus garage to consider offering my time to sit on the Transportation Board for the city of Watertown. I am writing you to share that I would love to sit on this board. I have lived in this area all my life. I have watched the city go through hard time and good times. It is a city for the most part that stick together to get things done.

Presently I work for a not-for-profit which assists people with mental health needs. I have been here as a case manager for five years and with the company for seven. I sit as co-Chair for the Jefferson County Suicide Prevention Coalition. Prior to the coalition I was Chairman of the Out of Darkness Walk under the American Foundation for Suicide Prevention. I have been the vice-President for the Mental Health Association and step down to allow myself time to go for my Masters in Education. I have just two classes to finish this summer and will complete my Masters.

Working with the cliental that I do I am very much an advocate for the bus system and educating them on how to use it. With college almost done I can see where I can devote time to the Transportation Board. Having sat on other boards I am very aware of the time needed to allow for a board to be productive and active with what they are over seeing. I look forward to hearing from you and being able to work together for the betterment of Watertown. I have attached my resume along with my contact number.

Sincerely,



Dawn Mills

Dawn Mills
 PO Box 179
 Brownville, N.Y. 13615
 Home Phone (315) 777-3771

◆ **Objective**

Desire to meet my highest potential in the mental health field
 Enjoy being a team player, working hard and being organized

◆ **Professional Experience**

- 4/2/07 - present* *North Country Transitional Living Services*
 482 Black River Parkway, Watertown, NY 13601
 Work as Case Manager
- 9/2/02 - 4/1/07* *Family Home Care*
 881 W. Main Street, Watertown, NY 13601
 Worked as a HHA (Home Health Aide/LPN)
- 2/25/05 - 4/15/05* *Caregivers*
 305 State Street
 Watertown, NY 13601
 Worked as a HHA (Home Health Aide/LPN)

◆ **EDUCATION**

- MS - Education/Leadership Degree
 Potsdam College- Watertown, N.Y. 13601 (complete in 7/2014)
- BS - Business Administration Degree
 SUNY College of Technology - Utica, N.Y. 13502
- LPN License
 Boxes Institute - Watertown, N.Y. 13601

◆ **LICENSES & CERTIFICATES of Completion**

- ASST Trainer
- LPN license (#279869)
- safeTalk training
- Offer Hope Prevent Suicide Conference
- Sexual Harassment in Workplace Training
- Problem Gambling in the North Country
- Substance Abuse Treatment for persons with Co-Occurring Disorders
- This is a soldier 101 (Fort Drum)
- Grant Writing (one day Training)

- Tobacco Cessation Education in Mental Health Setting
- Train-the-Trainer Safety for Mental Health Workers Training
- Truth About Post Traumatic Stress Disorder
- Dementia & Depression: Clinical Advances
- NY3 - Reporting Child Abuse Course
- CPR & First-Aid certified

◆ Personal Dedication

- co-Chair Jefferson County Suicide Prevention Coalition
- past Vice-president of Mental Health Board
- past Chairman of American Foundation for Suicide Prevention-Out of Darkness Walk for Watertown
- past member EAC Committee for Transitional Living Services

◆ References

Sharon Cahill- Supervisor of Adult Protective
345 Dodge Street, Sackets Harbor, NY 13685
315-777-2291

Stavie Smith – Executive Director Transitional Living Services
13667 McCoy Road, Natural Bridge, NY 13665
315-783-4598

May 10, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Request for Abate – 314 Howk Street

Attached is a letter from Matthew A. Barnhardt requesting a waiver of the surcharge on the cost snow removal at the above address.

I have reviewed the facts of this request and have decided to abate the \$150.00 fee in accordance with §320-10 approved by City Council November 4, 2013.

Sharon Adelson:

My name is Matthew Benhardt I live at 314 Hawk St. I am writing to see if I may get the snow removal bill dropped or reduced for this is my first offense. I have been out of town for two months training for a new job. The invoice number for the snow removal is 2014/40/0054913. Please let me know what the next step would be. Thank you for your time.

Sincerely,
Matthew Benhardt



CITY OF WATERTOWN INVOICE

Customer Id DPW00006748

Invoice Number 2014/40/0054913
 Invoice Date 3/04/2014
 Invoice Due Date 4/03/2014

BARNHARDT MATTHEW A
 314 HOWK ST
 WATERTOWN NY 13601

Mail Remittance To:
 CITY COMPTROLLER'S OFFICE
 ROOM 203, CITY HALL
 245 WASHINGTON STREET
 WATERTOWN NY 13601
 (315) 785-7754

Desc: SNOW REMOVAL 314 HOWK ST

Prop Loc: 314 HOWK ST



Muni/Sbl: 221800 7-0008-106.000

Service	Quantity	Unit	Unit Price	Amount
SNOW REMOVAL LABOR 2/28/2014	1.00		65.59	65.59 tx
DPW EQUIPMENT FEE	1.00		51.00	51.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				20.66

Handwritten:
 116.59
 9.04 tax

 125.63

Total Amount Due 287.25

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

May 12, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Correspondence from Senator Ritchie

Attached is a letter from Senator Patty Ritchie addressed to Governor Cuomo regarding rail carrier safety in our area. She included a booklet entitled "Transporting Crude Oil in New York State: A Review of Incident Prevention and Response Capacity." This booklet is available in my office for your review.



THE SENATE
STATE OF NEW YORK

SENATOR PATTY RITCHIE
48TH DISTRICT
OSWEGO, JEFFERSON, ST. LAWRENCE COUNTIES



CHAIR
SENATE AGRICULTURE COMMITTEE

COMMITTEES
ALCOHOLISM & DRUG ABUSE
CIVIL SERVICES & PENSIONS
CRIME VICTIMS, CRIME & CORRECTION
CULTURAL AFFAIRS, TOURISM, PARKS & RECREATION

ENERGY & TELECOMMUNICATIONS
HIGHER EDUCATION
LOCAL GOVERNMENT

MEMBER
LEGISLATIVE COMMISSION ON RURAL RESOURCES
SELECT COMMITTEE ON LIBRARIES

January 30, 2014

Hon. Andrew Cuomo
Governor
Executive Chamber
The Capitol
Albany, NY 12224

Dear Governor Cuomo:

I want to commend you for your Executive Order directing state agencies to review the shipment of petroleum products via railroad, and request that you expand this review to include rail shipments of other potentially hazardous materials on rail lines across the state's Northern Tier.

Recently, CSX and other rail companies announced improvements to rail lines that span the Northern Tier, connecting Central New York and the state's larger rail system with Montreal and other destinations in New York State and Canada.

These improvements allow trains to travel at much faster speeds through sometimes densely populated communities. In recent weeks, these faster trains have been involved in several accidents, in Oswego County, southern Jefferson County and St. Lawrence County.

While I do not believe these trains are currently being used to transport oil through this region, many of them are carrying hazardous materials in the same DOT-111 type tanker cars that have come under scrutiny in accidents including the tragic explosion and fire that claimed 47 lives last summer in Lac-Mégantic, Quebec.

Community leaders have expressed concern that these higher speed trains could be causing unnecessary risks to neighboring communities and schools, local populations and our environment, should a serious accident occur. Many of our First Responders in rural communities may not have the training, expertise or equipment to properly deal with a significant spill, thus creating additional risks to lives, health and safety.

REPLY TO: ALBANY OFFICE: ROOM 412 LEGISLATIVE OFFICE BUILDING, ALBANY, NEW YORK 12247 (518) 455-3458
 JEFFERSON COUNTY OFFICE: 317 WASHINGTON STREET, ROOM 418, WATERTOWN, NEW YORK 13601 (215) 782-5418
 OSWEGO COUNTY OFFICE: 46 EAST BRIDGE STREET, FIRST FLOOR, OSWEGO, NEW YORK 13126 (315) 342-2877
 ST. LAWRENCE COUNTY OFFICE: 330 POPD STREET, CODDENSBURG, NEW YORK 13669 (315) 391-3024

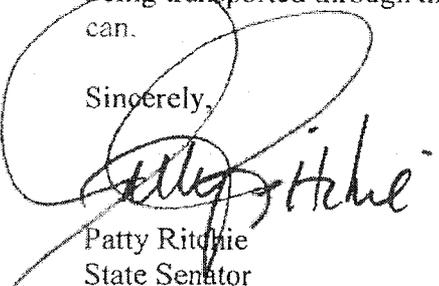
E-MAIL: RITCHIE@NYSenate.GOV
WEBSITE: WWW.RITCHIE.NYSenate.GOV

Last month, I arranged a meeting between CSX officials and community leaders in St. Lawrence County to discuss our safety concerns. The company seemed very willing to engage in these discussions, and promised to provide additional information and outreach to the community and, while I expect them to follow through on that pledge, they have not yet done so to my satisfaction.

It is imperative that, in light of recent incidents and concerns about rail cargo safety, we take every step to make sure that these carriers are complying with our laws and following the best safety practices, that our communities are fully informed, and our emergency services best equipped to deal with possible crises.

Respectfully, I urge you to consider expanding your review of rail carrier safety in this state to include a broader study of the communities I represent, and the cargoes that are increasingly being transported through them. Please be assured that I stand ready to help in any way that I can.

Sincerely,



Patty Ritchie
State Senator

PAR/jer

SCHWERZMANN & WISE, P.C.

ANDERSON WISE
DENNIS C. WHELPLEY
STEVEN C. HAAS
CATHERINE BURNS QUENCER
KEITH B. CAUGHLIN
ANN E. PHILLIPS
LUCY M. GERVISS*

* ALSO ADMITTED IN FLORIDA

ATTORNEYS AT LAW
137 MAIN AVENUE
P. O. BOX 704
WATERTOWN, NEW YORK 13601
315 788-6700
FAX 315 788-2813

RICHARD F. SCHWERZMANN
(1918-2000)

LESLIE H. DEMING
OF COUNSEL

May 12, 2014

Jeffrey E. Graham, Mayor
City of Watertown
245 Washington Street
Watertown, NY 13601

VIA FACSIMILE

Re: Use of Ice Rink at Alex Duffy Fairgrounds Arena

Dear Mayor Graham,

Our firm was engaged to form a New York limited liability company in the name of 'Top Shelf Hockey LLC' with the specific purpose of owning and operating an A-Level professional hockey team. Please find attached the Articles of Organization for the entity which we remitted to our Albany service agent May 9th for filing with the New York Department of State.

The company will have six initial members, all local residents, as follows:

Mr. Mark Webb	Mr. Cullen D. Lundy
Dr. Michael Wainberg	Mr. & Mrs. Ronald London
Mr. Stanley Tibbles	Dr. & Mrs. Vincent Cesario, Jr.

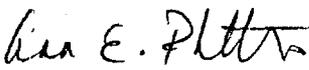
Mr. Tibbles and Dr. Wainberg will be the initial managers of the LLC, each having the authority to negotiate and bind the LLC upon formation this week.

This letter is written as assurance to the City of Watertown of the serious intentions of the owners to maintain a professional hockey team in the area. Paramount and incident to that is securing ice time at the Arena for which the owners are prepared to negotiate a rental agreement with the City on behalf of their pending company.

Sincerely,

SCHWERZMANN & WISE, P.C.

By:



Ann E. Phillips

cc: Sharon Addison, (via facsimile)
Watertown City Manager

Erin Gardner, (via email)
Superintendent of Parks & Recreation

ARTICLES OF ORGANIZATION
OF

TOP SHELF HOCKEY LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filed by: Ann E. Phillips, Esq.

(Name)

Schwerzmann & Wise, PC, 137 Main Ave., P.O. Box 704

(Mailing address)

Watertown NY 13601

(City, State and ZIP code)

NOTE: This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

ARTICLES OF ORGANIZATION

OF

TOP SHELF HOCKEY LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is TOP SHELF HOCKEY LLC.

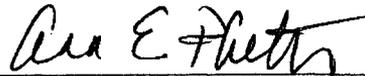
SECOND: The county within this state in which the office of the limited liability company is to be located is Jefferson.

THIRD: The Secretary of State is designated as the agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is the LLC, 820 West Main Street, Watertown, NY 13601.

FOURTH: The limited liability company is to be managed by one or more managers.

FIFTH: The purpose of the limited liability company shall be to own and operate a professional hockey team, together with such other activities as may be necessary or convenient to the conduct, promotion or attainment of said purpose.

IN WITNESS WHEREOF, the undersigned has signed this certificate this 9th day of May 2014 and affirms under penalties of perjury that the statements herein are true and correct.



Ann E. Phillips,
Organizer

City Manager
245 Washington Street
Watertown, NY
April 28, 2014



Dear Ms. Addison:

Re: South Meadow Street

This morning I observed DPW workers "patching" some more holes in my block of South Meadow Street. This is an annual event it seems. However, in the 37 years my husband and I have lived in our home, I can't remember ever seeing the street completely stripped and repaved. The condition of our street is deplorable.

I called DPW and asked when they might ever repave it and I was told that the 100 block (from Stone to Arsenal) is scheduled for repaving this summer. The woman I spoke with noted my concern that the 200 block was as much in need as the 100 block.

I watch the traffic that comes down Cross Street (which was paved last summer) to avoid the lights at Arsenal and Massey. The traffic may be slightly less than the cars that travel down Stone Street (also paved last year) to avoid the same intersection, but not my very much I would guess.

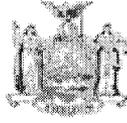
Since most all of my neighbors are now renters of the house/apartment they live in, you may not hear any complaints from the other home owners on this street. Just the same, the tenants here complain just as much as I do about the condition of our street.

I do not even pretend to know what the DPW paving criteria may be, but I urge you to investigate how long it has been since ALL of South Meadow has had any attention. I like to jokingly say that the street has more patches than a "quilt". However, I really believe it needs a whole new "spread". Please, drive down the length of it and see for yourself.

Most sincerely,

A handwritten signature in cursive script that reads "Mary Ann Wert".

Mary Ann Wert
223 S. Meadow Street
315-788-5967



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

ANDREW M. CUOMO
GOVERNOR

CESAR A. PERALES
SECRETARY OF STATE

May 8, 2014

Dear Friend,

As part of Governor Cuomo's continuing efforts to transform and improve New York State's economic development model, the web-based, New York State Consolidated Funding Application (CFA) for 2014 opened to applicants May 1. I am pleased to announce that the New York State Department of State is dedicating \$11.75 million in Environmental Protection Fund Local Waterfront Revitalization Program (EPF LWRP) resources to advance community and waterfront revitalization priorities through the CFA.

The Local Waterfront Revitalization Program provides, on a competitive basis, matching grants to villages, towns, cities, and counties (on behalf of one or more village, town or city) located along New York's coasts or designated inland waterways, to foster community and waterfront revitalization. Program funding may support a variety of projects that would advance local or regional economic development, waterfront revitalization and community sustainability.

Funding is available for the following grant categories:

- Preparing or Implementing a Local Waterfront Revitalization Program.
- Redeveloping Hamlets, Downtowns and Urban Waterfronts.
- Planning or Constructing Land and Water based Trails.
- Preparing or Implementing a Lake-wide or Watershed Revitalization Plan.
- Preparing or Implementing a Community Resilience Strategy.

The EPF LWRP Request for Applications and related information can be found on the Department of State's website at: <http://www.dos.ny.gov/funding>.

The CFA opened May 1, 2014, and completed applications are due by 4:00 PM on June 16, 2014. Applications must be submitted through the web-based CFA.

To apply or to access related CFA materials and the schedule of workshops being held across the State go to: <http://regionalcouncils.ny.gov>.

Sincerely,

A handwritten signature in cursive script that reads "Cesar A. Perales".

Cesar A. Perales
Secretary of State



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

ANDREW M. CUOMO
GOVERNOR

CESAR A. PERALES
SECRETARY OF STATE

May 9, 2014

Dear Colleague,

On April 28th Governor Cuomo announced the fourth year of the Regional Economic Development Council (REDC) initiative. The REDC bottom-up approach to allocating state resources has helped our state's economic development model become more responsive to local and regional priorities. Once again this year, the New York State Consolidated Funding Application (CFA) is a key priority of the REDC initiative and serves as a single entry point for access to economic development and community sustainability resources. Information on the CFA process and a schedule of upcoming regional workshops can be found at <http://regionalcouncils.ny.gov/>.

The CFA process for 2014 was opened on Thursday, May 1st and includes the Department of State's Local Government Efficiency (LGE) grant. This year, \$4 million will be available under the LGE program to assist local leaders in efforts to reduce municipal expenditures, limit the growth in property taxes and increase efficiencies in local service delivery. Generally, local governments must apply cooperatively for an LGE grant. However, in certain instances, the program can provide direct assistance to fiscally stressed local governments on an individual basis in order to implement internal reorganizations or service delivery modifications.

Other Local Government Efficiency programs, including the Citizens Reorganization Empowerment Grant (CREG) and the Local Government Performance and Efficiency Program (LGPEP), will remain as applications directly to the Department of State. Local Government Efficiency program information is available on the Department of State's website at: <http://www.dos.ny.gov/funding/> or by calling 518-473-3355 or 1-800-367-8488.

Sincerely,

Cesar A. Perales
Secretary of State

May 15, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Requests for Additional Information for FY 14/15 Budget Build

During the recent budget work sessions, Council Member Burns requested additional information regarding Thousand Island Regional Tourism Council partnerships with villages and towns and Council Member Macaluso requested additional information regarding the staffing and vehicles within Watertown's Fire Department. Attached to this report is an email received from Gary DeYoung, dated May 13, 2014 and PowerPoint slides provided by Fire Chief Dale Herman.

From: Gary DeYoung [mailto:gary@visit1000islands.com]

Sent: Tuesday, May 13, 2014 1:06 PM

To: Addison, Sharon

Subject: tourism funding

Sharron -

Regarding purchases from other municipalities. Here are some quick notes:

Watertown is the only municipality that does a multi-project contract. Other municipalities and many attractions and businesses purchase into the program.

On the 1000 Islands branded programs -

The Town of Alexandria also buys into the summer program at \$9,100. Overall NY attractions and businesses, as well as Canadian community groups will put about \$100,000 into the summer program.

The local chambers in Alexandria Bay, Clayton, Cape Vincent and other areas sell the cooperative ads for those communities in our Travel Guide - some buy a single full page, others purchase multiple pages and create coops.

Overall we sell about \$110,000 in ads in the book. I know that some likely receive municipal funds toward the purchase, but don't know their specific internal arrangements.

On the Watertown branded programs -

The Town of Watertown has invested \$14,000 into the Fall Shopping Program during its years of existence.

We don't do similar programs that headline any other community over "1000 Islands," so the fall program is unique in that sense.

Gary DeYoung

City of Watertown Fire Department

- Protects 9.3 Square Miles of Area
- Protects 27,900 residents
- Protects nearly 10,000 occupancies
- Has an operating budget of \$8,950,017 (FY 13-14)
- Currently staffed with 78 Uniformed Personnel

Where are the Fire Stations Located?

- In 1986, the firm of Cresap, McCormick and Paget recommended the current Fire Station Locations



Station 1 – 224 S. Massey Street

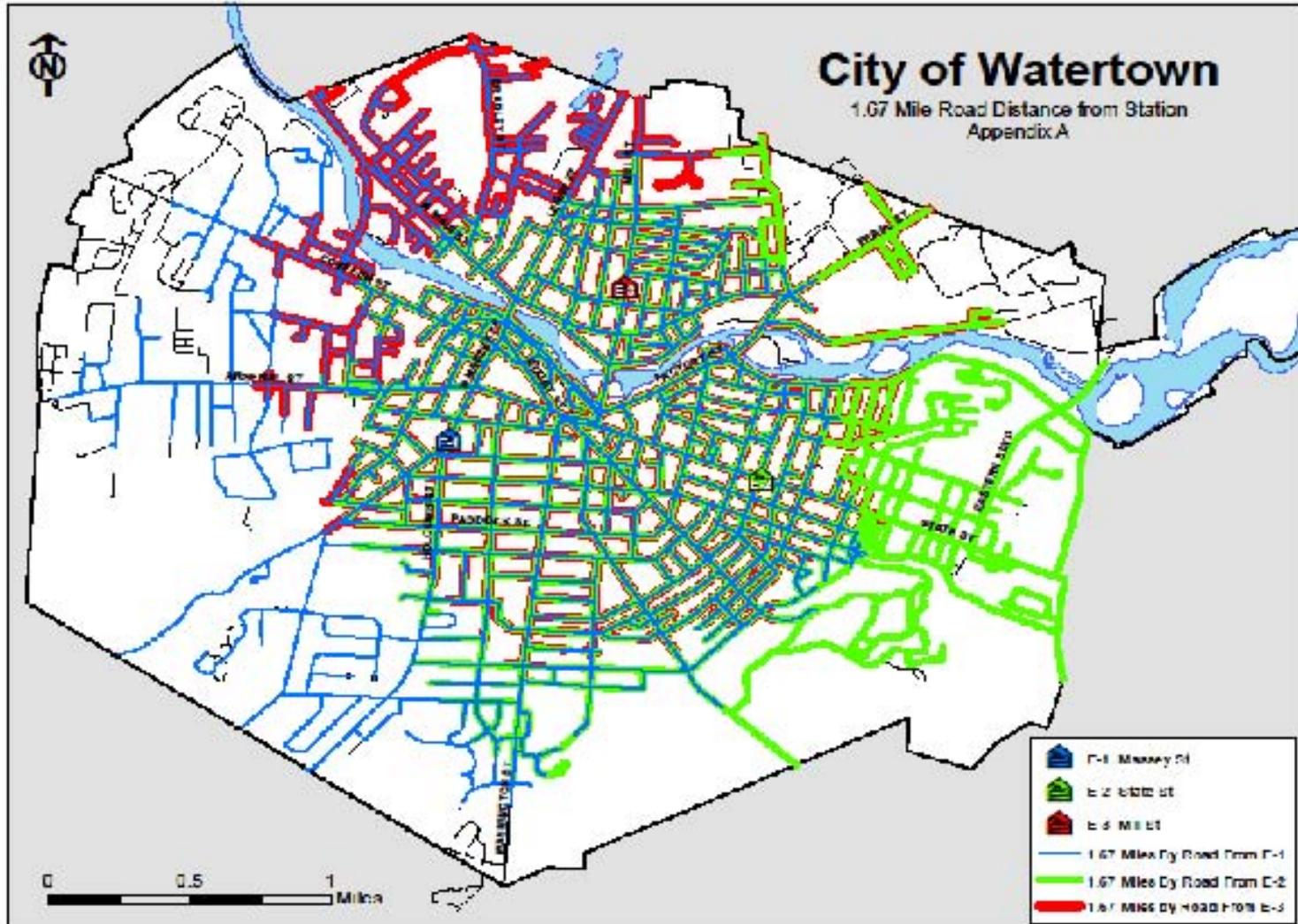


Station 2- 906 State Street

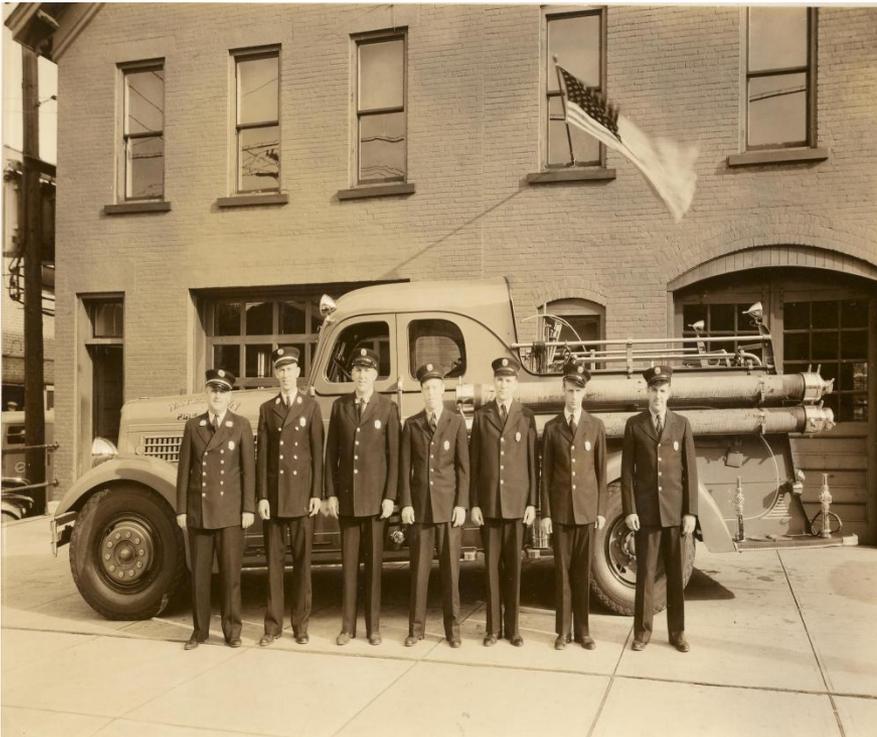
Station 3- 638 Mill Street



1.67 Miles represents a 4 Minute Response



The Company



- Basic unit
 - Engine, truck, or rescue company
- Under the direction of a Captain or Acting Captain

Engine Company

- Delivers water at fire scene
- Stretches hoselines
- Attacks and extinguishes fires
- Carries hose, pump, water tank, tools, and appliances



Truck (Ladder) Company

- Forcible entry
- Search and rescue
- Ventilation
- Ladders
- Securing utilities
- Overhaul
- Carries ladders, aerial device, and tools
- Elevated Waterway



Rescue (Squad) Company

- Forcible entry
- Search and rescue
- Light tower
- Specialized rescue
 - Vehicle extrication
 - Confined space
 - Rope rescue



Rescue 1 – 2004 American Lafrance



Engine 2 – 2006 Pierce



Engine 3 – 2007 Pierce



Command Vehicle 8-15- 2001 Chevy Tahoe



Command Vehicle 8-12- 2008 Chevy Tahoe

Reserve Apparatus



Truck 2- 1986 Emergency One

2005/02/06



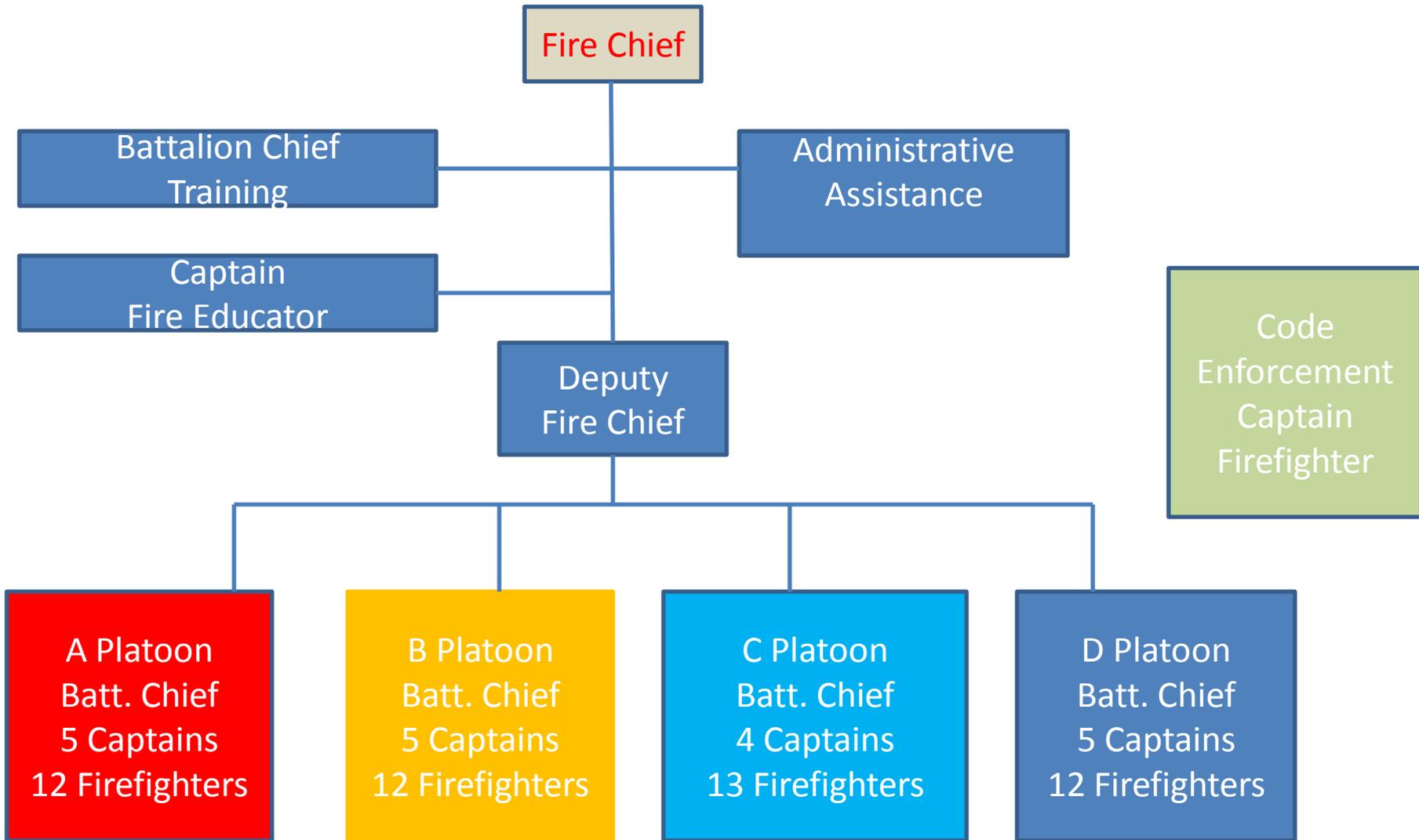
Engine 5 – 1986 Emergency One



Engine 4- 1996 Ferrara

Additional Fire Department Functions

- Fire prevention
 - Code enforcement
 - Fire/life safety
- Training division
- Technical Rescue
 - Swift Water
 - Confined Space
 - Rope
 - Trench
 - Structural Collapse
- Emergency Medical Services
- Apparatus maintenance and purchasing
- Hazardous Materials response
- Fire Investigation



Apparatus Location and Manning

- NFPA 1710 -Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
 - First Arriving Engine at Scene within 4 minutes of Travel Time
 - Full Alarm Assignment at Scene within 8 minutes of Travel Time

Full Alarm Assignment NFPA 1710

For A 2000 Sq. Ft. Residential Building with No Basement

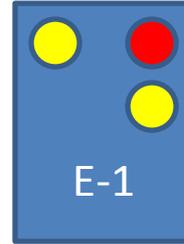
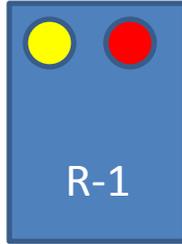
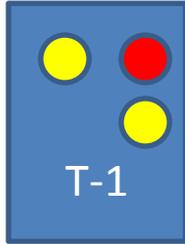
- Incident Commander (1)
- Motor Pump Operator (1)
- Two hand lines manned by 2 personnel (4)
- One support person per hand line (2)
- Search Team (2)
- Ladder and Vent (2)
- Aerial Operator (1)
- Initial Rapid Intervention Crew (2)
- Total 15 personnel

Apparatus Location and Manning

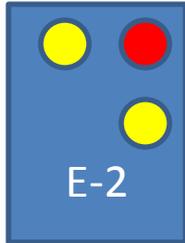
- Insurance Services Office
 - Basic Fire Flow for our community is 3500 gpm
 - Need of 3 Engine Companies to meet the required Basic Fire Flow
 - Per I.S.O., at least two engine companies should respond for all reported first alarms for fires in buildings (We send all available companies to maintain compliance with NFPA 1710)
 - Our current ISO rating is 2 (With 1 being the highest rating possible)

Station Assignments

Station 1



Station 2

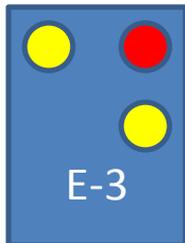


 Shift Commander BC or ABC

 Company Officer Capt. Or A/C

 Firefighter

Station 3



Response to Incidents

Medical Calls-**Rescue** (Engine if patient is unconscious)

Hazardous Conditions (CO, Water, Electrical, Fuel Spill, Wires Down)- **Engine**

MVA- **Engine** and **Rescue**

Fire Alarm- **2 Engines, Truck, Rescue, BC** {Meets ISO}

Fire Alarm (Target Hazard)- **3 Engines, Truck, Rescue, BC** {Meets ISO & 1710}

Structure Fire- **3 Engines, Truck, Rescue, BC** {Meets ISO & 1710}

Vehicle Fire- **Engine**

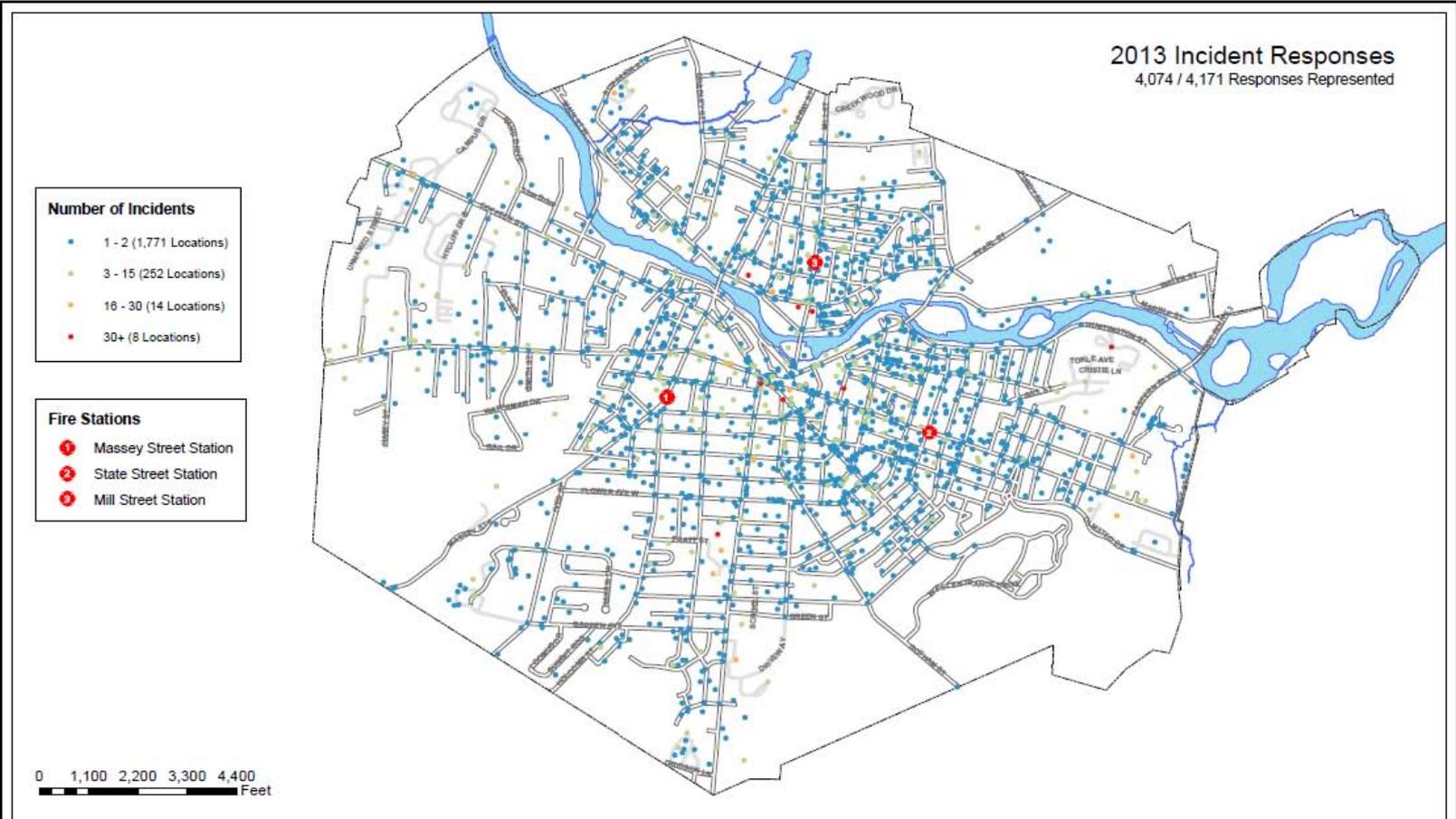
Mutual Aid- **Engine w/4** and **BC**

Fire Department Call Volume

		2013	2012	2011
PRIVATE DWELLING FIRES		21	21	27
APARTMENTS		17	22	19
HOTELS/MOTELS		0	0	2
ALL OTHER RESIDENTIAL		0	3	1
	TOTAL FOR RESIDENTIAL FIRES	38	46	49
PUBLIC ASSEMBLY		5	1	0
SCHOOLS/COLLEGES		1	1	0
HEALTH CARE/PENAL		2	3	2
STORES/ OFFICES		8	5	4
INDUSTRIAL/UTILITY		1	0	1
STORAGE IN STRUCTURES		2	0	0
OTHER STRUCTURES		0	1	0
	TOTAL STRUCTURE FIRES	57	57	56
HIGHWAY VEHICLES		15	10	10
OTHER VEHICLES		3	3	0
NON-STRUCTURE/ NON VEHICLES		10	10	5
BRUSH/GRASS/WILDLAND		6	6	3
RUBBISH/DUMPSTERS		26	21	14
ALL OTHER FIRES		24	15	11
	TOTAL FIRES	141	122	99
RESCUE/EMERGENCY MEDICAL		2464	2205	2065
FALSE ALARMS		439	440	363
MUTUAL AID [GIVEN]		13	9	8
HAZMAT RESPONSE		75	99	77
OTHER HAZARDOUS RESPONSE		360	351	266
ALL OTHER RESPONSES		427	294	302
	TOTAL FOR ALL INCIDENTS	3919	3520	3180

Fire Department Call Volume in 1990 was 1589 runs

2013 Incident Plot



2013 Incident Responses
4,074 / 4,171 Responses Represented

- Number of Incidents**
- 1 - 2 (1,771 Locations)
 - 3 - 15 (252 Locations)
 - 16 - 30 (14 Locations)
 - 30+ (8 Locations)

- Fire Stations**
- ① Massey Street Station
 - ② State Street Station
 - ③ Mill Street Station

0 1,100 2,200 3,300 4,400
Feet

Project: City of Watertown - Fire Department		 <p>CITY OF WATERTOWN, NEW YORK GIS DEPARTMENT ROOM 305B, MUNICIPAL BUILDING 245 WASHINGTON STREET WATERTOWN, NEW YORK 13601 TEL: (315) 785-7793</p>		Project: City of Watertown - Fire Department	
Title: 2011-2013 Incident Response Maps				Requested By: Watertown Fire Department	Approved By:
Revision: Description of Revision: Date: By:		Drawn By: M. Green/J. Carlson	Date:	Scale: As Noted	Map Number: 14-08
		Title: 2011-2013 Incident Response Maps			

Maintenance Cost by Vehicle

• Vehicle	FY12 sum	FY11 sum	FY 10 Sum	FY 9 Sum	Total
• 8-7 Rescue	\$ 9,600.02	\$ 16,384.88	\$ 6,045.61	\$ 9,574.11	\$ 41,604.62
• 8-8 2001 pickup	\$ 641.03	813.77	\$ 3,502.19	\$ 517.08	\$ 5,474.07
• 8-15 2001 Tahoe	\$ 1,053.32	\$ 869.77	1,155.58	\$ 1,413.93	\$ 4,492.60
• 8-17 08 Ford 350	\$ 196.86	2,864.82	210.78	\$ 203.75	\$ 3,476.21
• E-1 2000 E-one	\$ 12,637.00	\$ 7,777.39	\$ 3,765.75	\$ 3,968.55	\$ 28,148.69
• E-2 2006Pierce	\$ 8,191.38	\$ 7,361.03	\$ 12,099.58	\$ 4,468.75	\$ 32,120.74
• E-3 2007 Pierce	\$ 13,236.48	\$ 5,629.18	\$ 5,424.67	\$ 2,028.38	\$ 26,318.71
• E-4 1996 Ferrara	\$ 3,173.48	\$ 2,954.27	\$ 3,761.19	\$ 3,689.57	\$ 13,578.51
• E-5 1986 E-one	\$ 1,438.06	\$ 969.96	547.35	863.62	\$ 3,818.99
• T-1 2004 Pierce	\$ 27,355.22	\$ 10,400.13	\$ 15,598.74	\$ 3,439.53	\$ 56,793.62
• T-2 1986 E-one	\$ 8,234.91	\$ 10,589.11	\$ 10,179.44	\$ 629.31	\$ 29,632.77

5 Year Vehicle Replacement

				10 Year	15 Year	20 Year	25 Year	Current
Vehicle	Type	Mileage Current	Year of Manufacturer	Replacement Fiscal Year	Replacement Fiscal Year	Replacement Fiscal Year	Replacement Fiscal Year	Location 5 yr Plan
Engine 1	Pumper	60891	2000		2015-16	2020-21	2025-26	
Engine 5	Pumper	70742	1986		2001-02	2006-07	2011-12	2014-25
Engine 2	Pumper	30755	2006		2021-22	2026-27	2031-32	
Engine 3	Pumper	33124	2007		2022-23	2027-28	2032-33	
Engine 4	Pumper	6894*	1996		2011-12	2016-17	2021-22	
Truck 1	Aerial Platform	6561	2004		2019-20	2024-25	2029-30	
Truck 2	Aerial Platform	17433	1996		2001-02	2006-07	2011-12	2016-17
Rescue 1	Rescue	44978	2004		2019-20	2024-25	2029-30	2018-19
8-8	Pick-up	34501	2001	2011-12	2016-17			2014-15
8-12	Command	39422	2008	2018-19	2023-24			
8-13	Pick-up	47110	2006	2016-17	2021-22			2017-18
8-14	Staff car	82295	2006	2016-17	2021-22			
8-15	Command	89358	2001	2011-12	2016-17			2014-15
8-16	Command	30625	2006	2016-17	2021-22			2017-18
8-17	Squad	7335	2008	2018-19	2023-24			