

**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, April 7, 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**

**PROCLAMATION**

Autism Awareness Month

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Reappointment to the Transportation Commission  
– Sam Purington
- Resolution No. 2 - Reappointment to the Transportation Commission  
– Michelle L. Appleby
- Resolution No. 3 - Reappointment to the Transportation Commission  
– Owen Virkler
- Resolution No. 4 - Amendment No. 95 to the Management And Management  
Confidential Pay Plan
- Resolution No. 5 - Approving Franchise Agreement for Installation of  
Telecommunications Conduit in the City's Right-of-Way,  
WESTELCOM Network, Inc.
- Resolution No. 6 - Approving Change Order No. 4 to Waste Water  
Disinfection Improvement Project, General Construction,  
C.O. Falter Construction Inc.
- Resolution No. 7 - Contract Extension - Paratransit Services,  
Guilfoyle Ambulance Service

Resolution No. 8 - Approving The Site Plan For Construction of a 2,580 Square Foot Restaurant, With Drive-In Stalls And Drive-Through Window, Plus Parking Lot And Landscaping, At 121 Western Boulevard, Parcel 8-53-114.100

## **ORDINANCES**

## **LOCAL LAW**

## **PUBLIC HEARING**

7:30 p.m. Community Development Block Grant Program  
Consolidated Plan and Annual Action Plan Public Hearing

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Request for Abate – 909 Washington Street
2. Request for Abate – 731 Coffeen Street
3. Request for Crosswalks – Samaritan Medical Center
4. City Tourism Fund
5. Community Action Planning Council of Jefferson County
6. Job Career Expo Bus Shuttle
7. Palmer Street Reconstruction Options
8. WTP Dosing Station Dam Rehab Ph II
9. Sales Tax Revenue – February 2014
10. Emerald Ash Borer Management Plan from Tree Watertown
11. Letter from Washington Street Properties

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To Discuss Current Litigation
2. Employment History of a Particular Individual
3. Collective Bargaining

## **WORK SESSION**

Next Work Session is scheduled for Monday, April 28, 2014, at 7:00 p.m.

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 21, 2014.**

Res Nos. 1, 2, 3

April 2, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Reappointments to the Transportation Commission –  
Sam Purington, Michelle L. Appleby and Owen Virkler

At Council's request, Staff has contacted the three members of the Transportation Committee and all have agreed to serve another three-year term.

Attached for City Council consideration are resolutions reappointing all three to another three-year term, such term expiring on April 1, 2017.

# RESOLUTION

Page 1 of 1

Reappointment to the Transportation  
Commission – Sam Purington

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***

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RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2017:

Sam Purington  
 42 North Main Street  
 Carthage, NY 13619

**Seconded by**

April 7, 2014

# RESOLUTION

Page 1 of 1

Reappointment to the Transportation  
Commission – Michelle L. Appleby

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***

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RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2017:

Michelle L. Appleby  
 205 North Orchard Street  
 Watertown, NY 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to the Transportation  
Commission – Owen Virkler

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***

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RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2017:

Owen Virkler  
 420 Newman Drive  
 Watertown, NY 13601

**Seconded by**

Res No. 4

April 7, 2014

To: The Honorable Mayor and City Council  
From: Ann Saunders, City Clerk  
Subject: Amendment No. 95 to the Management and  
Management Confidential Pay Plan

The attached resolution provides for Amendment No. 95 to the Management and Management Confidential Pay Plan adjusting the salary for the appointment of a new Deputy City Clerk to \$35,000.

# RESOLUTION

Page 1 of 1

Amendment No. 95 to the Management  
And Management Confidential Pay Plan

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***

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NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves Amendment No. 95 to the Management and Management Confidential Pay Plan for the position listed below, as follows:

<u>Position</u>	<u>Salary</u>
Deputy City Clerk (new appointee)	\$35,000

**Seconded by**

Res No. 5

April 2, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Franchise Agreement for Installation of Telecommunications Conduit, WESTELCOM Network, Inc.

WESTELCOM Network, Inc. has had a Franchise Agreement with the City of Watertown which allows them, for a fee, to install fiber in the existing and proposed conduit owned by the City. I have been working with them, along with Attorney Slye, on a second Franchise Agreement that would allow WESTELCOM, by permit only, to install, repair and maintain conduit on City right-of-way.

A resolution authorizing approval of the Franchise Agreement with WESTELCOM Network Inc. has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Franchise Agreement for Installation of Telecommunications Conduit in the City's Right-of-Way, WESTELCOM Network, Inc.

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 is a municipal corporate organized under the laws of the State of New York and, as such, owns property in the City's street margins which can be utilized by the City and its franchisees for the location of utilities and other services having a public benefit, and

WHEREAS the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private telecommunications conduit within the City's street margins by means of a non-exclusive franchise, and

WHEREAS WESTELCOM Network, Inc. has expressed a desire to enter into a Franchise Agreement with the City allowing them, by permit only, to install, repair and maintain Franchisee's conduit in the City's right-of-way,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement for Installation of Telecommunications Conduit in the City's right-of-way with WESTELCOM Network, Inc., a copy of which is attached and made a part of this resolution, and

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

**Seconded by**

## **FRANCHISE AGREEMENT FOR INSTALLATION OF TELECOMMUNICATIONS CONDUIT**

This Franchise Agreement is made and is intended to be effective as of \_\_\_\_\_, 2014, for a period of two (2) years, between the City of Watertown, New York with principal offices located at 245 Washington Street; Watertown, New York 13601 (the "City") and WESTELCOM NETWORK, INC., a New York Corporation with a principal place of business located at 2 Champlain Avenue, P.O. Box 249, Westport, New York 12993-0249 ("Franchisee"). The Agreement is renewable by Westelcom, at its sole option, for a period of two (2) years upon such terms and fees as the parties may then agree. A total of three (3) two-year option periods may be exercised by the City upon notice on or about April 1 of the year in which a contract term expires.

### **INTRODUCTION**

**WHEREAS**, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns property in the City's street margins which can be utilized by the City and its franchisees for the location of utilities or other services having a public benefit; and

**WHEREAS**, the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private telecommunications conduit within the City's street margins by means of a non-exclusive franchise.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the City and Franchisee agree as follows:

### **AGREEMENT**

#### **SECTION I - TERM OF FRANCHISE**

The term of this franchise shall be for the period from \_\_\_\_\_, 2014 through \_\_\_\_\_, 2016.

#### **SECTION II- PROPERTY FRANCHISE**

The City agrees to allow Franchisee to install limited conduit, by permit only, on City property as reasonably necessary to extend telecommunications cabling to Franchisee's customer's premises. The City grants Franchisee the right of ingress and egress over municipal property to the extent necessary to install, repair, and maintain Franchisee's conduit.

In no event shall Franchisee's conduit exceed 4" in diameter.

Nothing in this Agreement shall be construed as requiring the City to construct any conduit anywhere in the City, nor to obtain any easement or other rights from third parties in order to further Franchisee's desire or need to install conduit for its customers.

Franchisee acknowledges that improvements installed pursuant to this Agreement are subject to real property tax.

### **SECTION III- NONASSIGNABILITY**

The City and Franchisee agree that it is the purpose of this conduit franchise to permit the limited and specifically permitted installation of conduit by Franchisee, and that this franchise may not be assigned by Franchisee to any other person or entity without the City's prior express written consent. Franchisee agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

### **SECTION IV – COMPENSATION**

The fees for the installation of conduit pursuant to this Agreement shall be a one-time fee of \$0.35 per linear foot of conduit installed, payable upon issuance of the City Engineer's permit pursuant to Section V(J), and prior to the commencement of work. In lieu of a one-time fee of \$0.35 per linear foot, Franchisee shall install a minimum of 1.5 inch conduit for pole to pull-box installations and a minimum of 2.0 inch conduit for pull-box to pull-box installations. In addition, the Franchisee agrees to pay all other fees as outlined in City Code.

### **SECTION V - FRANCHISEE'S DUTIES**

A. Upon termination of this Franchise, for any reason, Franchisee shall remove all of its conduit installed pursuant to this Agreement within sixty (60) days, and will promptly repair any damage to the City's facilities and/or property, including sidewalks or streets, or to facilities of other franchisees, caused in the process. This requirement may, upon application to the City, be waived, in whole or in part, in the City's sole discretion. Such waiver must be in writing to be effective.

B. Franchisee shall obtain any and all licenses or permits required by statute, ordinance, rule or regulation of the State, County and/or City before installing conduit pursuant to this Agreement, and shall maintain all licenses or permits in current status throughout the term of this Agreement.

C. Prior to installing conduit, and throughout the term of this Franchise, Franchisee shall notify the City Manager of any proposed work and obtain written permission therefore, which approval may be withheld by the City for any reason and in the City's sole discretion. All requests by the Franchisee to install conduit on City property shall be made on the Conduit Installation Form, attached as Exhibit A to this Agreement. Request for installation, maintenance and repair shall be made 90 days in advance of proposed work. A \$500 permit fee for the processing of requests will be assessed by the City. If the City is required to be on-site for any given request, an hourly rate of \$200.00 per hour will be assessed. Requests for access for emergency repairs may be submitted at any time and will be addressed on a case-by-case basis. Such emergency requests will be subject to the same fee and hourly charges as described above.

D. If Franchisee permits the occupancy of its conduit by the City, or other utility companies, Franchisee shall, as an express condition of this Franchise Agreement, cooperate with the installation of additional cable in its conduit, coordinate its work with all parties, and notify the City of changes to occupancy. Franchisee shall be permitted to charge such other entity for the use of its conduit in accordance with reasonable industry standard rates.

E. If Franchisee, in exercising its privileges under this Franchise, damages any of the City's facilities, or any facilities belonging to another franchisee utilizing the City's conduit, Franchisee shall immediately notify the City and such other franchisee and shall proceed to effect immediate repairs to the satisfaction of the City Engineer. Franchisee shall, in the alternative, indemnify the City and any other

franchisee for any and all damages caused by Franchisee to City facilities or to the facilities owned by such other franchisee.

F. If Franchisee performs any road cuts, sidewalk cuts, excavation, or any other above-ground or underground work in pursuit of exercising its privileges under this Franchise, Franchisee shall submit a work plan to the City Engineer for approval and exercise Work Zone Safety precautions. Upon completion of such work, Franchisee shall restore the affected area to a condition satisfactory to the City Engineer.

G. Franchisee's obligations under subparagraphs E and F above shall be secured by a bond, for the term of this Agreement and for a period of one year after its termination, in favor of the City of Watertown in the penal sum of \$20,000.00, which bond must be in a form satisfactory to, and approved by, the City Attorney, before Franchisee shall be permitted to commence installation of its conduit. Any failure of the bonding company to make payment in the event of a breach of paragraphs E or F above shall result in the termination of this Franchise.

H. Franchisee shall follow American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), and Electronic Industry Association (EIA) standards for design and construction of telecommunications infrastructure. Franchisee will specifically follow recommended practices as outlined in NECA 605-2004 "Installing Underground Nonmetallic Utility Duct" when engineering and installing conduit in City rights of way.

I. Franchisee shall follow all applicable building codes, municipal codes, fire codes, state statutes and the regulations of the Occupational Safety and Health Administration (OSHA).

J. Franchisee shall obtain permit(s) from the Watertown City Engineer and, after each installation, provide the City with "as-built" engineering drawings showing the location of each installation within 3 weeks of project completion.

K. Upon reasonable notice from the City, Franchisee may be required to relocate or remove its conduit to meet a legitimate public purpose (i.e. street or sidewalk reconstruction).

L. Franchisee shall participate in the "Dig Safely New York" program, or such other program or set of regulations which may be developed to supplement or supplant it.

## **SECTION VI –AERIAL CONDUIT INSTALLATION**

As an express condition of this franchise, Franchisee acknowledges that it is the essence of the granting of this franchise that, Franchisee will seek a written waiver in any situation involving the provision of aerial based telecommunications services within the zones highlighted in Exhibit B of this agreement. Such written waiver may only be obtained from the City Manager, and may be denied in the Manager's sole discretion. Franchisee also agrees that if a reasonable opportunity exists to install conduit on any of the main arterials in lieu of utilizing existing poles, buildings, or other systems designed to carry above-ground cabling, Franchisee shall, instead, install conduit to provide services to its customers.

A waiver in any particular circumstance shall not serve to bind the City nor to affect its discretion in any other circumstance.

## **SECTION VII- MAINTENANCE**

A Franchisee agrees that it will keep its conduit, including any structural or capital repairs and improvements, in good repair during the term of this franchise and at its own expense.

B. No alterations may be made to any of the City's facilities without the prior written consent of the City Engineer, which consent may be withheld for any reason at the sole discretion of the City.

## **SECTION VIII- INSURANCE**

Franchisee, or any contractor utilized by Franchisee, agrees to furnish and maintain during the term of this Franchise Agreement general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence, and property damage insurance in the sum of \$100,000. Franchisee's, or contractor's, policy of liability insurance shall name the City as an additional named insured without restriction to vicarious liability issues only. Franchisee shall provide the City with certificates of insurance reciting City's status as an additional named insured on the policy or policies maintained by Franchisee for this purpose. The certificates of insurance must be delivered to the City prior to Franchisee's commencement of any installation of conduit or cable during the duration of this Agreement.

## **SECTION IX - HOLD HARMLESS**

Franchisee shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Franchisee's installation, use or occupation of the conduit, or by or resulting from any act or omission of Franchisee, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section VIII naming the City as an additional named insured shall be sufficient for purposes of meeting Franchisee's obligations under this paragraph.

## **SECTION X – TERMINATION**

This franchise may be terminated by the City, for cause, upon any of the following:

A. Violation by Franchisee of any of the applicable laws and regulations of the State of New York, County of Jefferson, or City, including any failure to obtain permits for road work, cuts, sidewalk work, etc.

B. Franchisee's failure to comply with any of the provisions of the agreement.

## **SECTION XI - NO RECOURSE**

A. Franchisee acknowledges and agrees that its conduit may be subject to being

restricted or shut down for any number of reasons, including down time for repairs, and Franchisee agrees that it shall have no recourse against the City for damages in the event the conduit is unavailable for use.

B. Franchisee acknowledges and agrees that the risk of damage to its facilities due to casualty prohibiting the operation of Franchisee's facilities shall be borne by Franchisee, and that Franchisee shall have no claim against the City for any claims of consequential damage flowing there from.

C. All requests for permits are subject to approval of the City in its sole discretion, and City shall not be liable to Franchisee for any refusal to issue a permit.

D. Franchisee shall have no claims against the City as the result of any order to relocate or remove Franchisee's facilities pursuant to Section V(K) of this Agreement.

## **SECTION XII - VENUE AND APPLICABLE LAW**

A. The City and Franchisee agree that the venue of any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, in and for the County of Jefferson, State of New York.

B. This agreement shall be construed in accordance with the laws of the State of New York.

## **SECTION XIII - MERGER AND SAVINGS CLAUSE**

This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provisions of this Agreement shall not serve to invalidate any other covenant, condition or provision of this Agreement, it being the intent of the parties to preserve so much of the terms of the Agreement as possible.

## **SECTION XIV - NOTICE AND APPROVALS**

A. All notices required to be given under this franchise 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 to:

City:

City Manager  
245 Washington Street  
Watertown, New York 13601

Franchisee:

WESTELCOM NETWORK, INC.  
2 Champlain Avenue

P.O. Box 249  
Westport, New York 12993-0249

B. Sections V(J), VI, and VII(B) of this Agreement require prior approvals or consents by the City. The City shall issue its decision in connection with each request for approval or consent within twenty (20) business days of Franchisee's submission of a complete application for the same.

**IN WITNESS WHEREOF**, the City and Franchisee have caused this Franchise to be executed by the parties and is to be effective as of \_\_\_\_\_, 2014.

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Sharon Addison, City Manager

WESTELCOM NETWORK, INC.

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

Res No. 6

March 24, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Change Order No. 4 for Disinfection Improvement Project, C. O. Falter Construction Inc.

On June 3, 2013, City Council accepted several bids submitted for the general construction work, electrical work, and HVAC/plumbing for the Waste Water Treatment Plant Disinfection Improvement Project.

City Council approved a Change Order No. 1 for C.O. Falter Inc. on January 21, 2014, and Change Orders Nos. 2 and 3 on February 18, 2014, for the General Construction work.

They have now brought forward Change Order No. 4. This change order is for the cost of penetration of the Control Building roof to facilitate the installation of the new exhaust vent for the existing hot water heater. It also allows for a five-day extension of the contract times due to inclement weather.

As detailed in City Engineer Kurt Hauk's attached report, this brings the total contract amount to \$3,952,411.54 and all change orders together represent a combined 0.7% increase to the General Construction contract. There is adequate contingency funds available in the current bond ordinance.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Change Order No. 4 to Waste Water Disinfection Improvement Project, General Construction, C.O. Falter Construction Inc.

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

***Introduced by***

WHEREAS on June 3, 2013, the City Council of the City of Watertown approved a bid submitted by C.O. Falter Construction Inc. in the amount of \$3,923,101.00 for the Waste Water Disinfection Improvement Project general construction, and

WHEREAS City Council approved Change Order No. 1 on January 21, 2014 in the amount of \$11,781.55, and

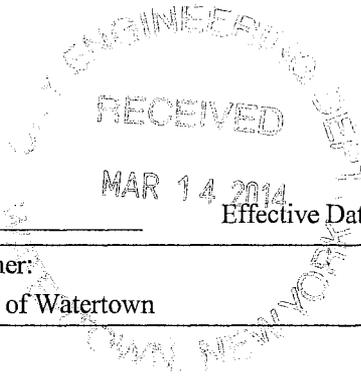
WHEREAS City Council approved Change Order No. 2 in the additional amount of \$6,491.50 and Change Order No. 3 in the additional amount of \$9,075.69 on February 18, 2014, and

WHEREAS C. O. Falter Construction Inc. has now submitted Change Order No. 4 in amount of \$1,961.80 to include the cost of penetration of the Control Building roof to facilitate the installation of the new exhaust vent for the existing hot water heater and allows for a five-day extension of the contract times due to inclement weather, bringing the total contract amount to \$3,952,411.54,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 4 to the contract with C.O. Falter Construction Inc. bringing the total to \$3,952,411.54 for the Waste Water Disinfection Improvement Project general construction, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

**Seconded by**



**Change Order  
No. 04G**

Date of Issuance: 03-06-2014

Effective Date: Date of Owner's Signature

Project: Disinfection Improvements Project	Owner: City of Watertown	Owner's Contract No.: N/A
Contract: Contract No. 1 – General	Date of Contract: July 19, 2013	
Contractor: C.O. Falter Construction	Engineer's Project No.: 8614925	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: New roof penetration for installation of a new exhaust vent for the existing hot water heater in the Control Building (**Item #1**). Extension of time due to inclement weather (**Item #2**).

**Attachments (list documents supporting change):**

See attached PCO #00004 from the General Contractor dated 02-03-2014 for the roof penetration, and the Time Extension Request No. 1 letter dated 02-04-2014.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,923,101.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 393

Ready for final payment (days or date): 453

Increase from previously approved Change Orders No. 01 to No. 03:

\$ 27,348.74

Increase from previously approved Change Orders No. 01 to No. 03:

Substantial completion (days): 14

Ready for final payment (days): 14

Contract Price prior to this Change Order:

\$ 3,950,449.74

Contract Times prior to this Change Order:

Substantial completion (days or date): 407

Ready for final payment (days or date): 467

Increase of this Change Order:

\$ 1,961.80

Increase of this Change Order:

Substantial completion (days or date): 5

Ready for final payment (days or date): 5

Contract Price incorporating this Change Order:

\$ 3,952,411.54

Contract Times with all approved Change Orders:

Substantial completion (days or date): 412

Ready for final payment (days or date): 472

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 3/6/14

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature] - PM  
Contractor (Authorized Signature)

Date: 3-10-14

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



**FALTER**  
SYRACUSE, NEW YORK

C. O. Falter Construction Corp. · 403 West Bear St. · Syracuse, NY 13204 · Tel. (315) 422-3016  
Fax (315) 422-3539

February 3, 2014

Jason Greene  
GHD Consulting Engineers  
1 Remington Park Drive  
Cazenovia, NY 13035

**RE: Proposed Change Order # 00004 – Install New Roof Penetration with Water-Tight Seal  
City of Watertown  
WPCP Disinfection Improvements  
Contract No. 1 – General  
COF Job No: 1304  
COF Letter No. 0005**

Dear Mr. Green:

Please reference the attached Proposed Change Order No. 00004, regarding all work in accordance with GHD issued RFP-03G dated 12-17-2013 and GHD email dated 1/27/2014. The additional cost is \$1,960.80. Please review and advise.

<sup>1</sup> (FDG)  
If you have any questions or concerns; please feel free to contact our office.

Very Truly Yours,  
C.O. Falter Construction Corp.

Martin Falter  
Project Manager  
Enclosures: PCO #4  
Cc: Project File #15

# C.O. Falter Construction Corp.

## PROPOSED CHANGE ORDER

No. 00004

403 West Bear Street  
Syracuse, NEW YORK 13204

Phone: 315/422-3016  
Fax: 315/422-3539

**TITLE:** Install and Seal Roof Penatration

**DATE:** 2/3/2014

**PROJECT:** Watertown WPCP

**JOB:** 1304

**TO:** Attn: Mark Crandall  
City Of Watertown  
700 William T. Field Drive  
Watertown, NY 13601  
Phone: 315/785-7840

**CONTRACT NO:** WWPCP CON 01

**RE:**                      **To:**                      **From:**                      **Number:**

### DESCRIPTION OF PROPOSAL

Provide new roof penetration and water-tight seal in existing Control Bldg. roofing system as per GHD engineerings RFP -03G dated 12-17-2013 and email dated 1/27/2014.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Provide new roof penetration and water-tight seal in existing Control Bldg. roofing system as per GHD engineerings RFP -03G dated 12-17-2013 and email dated 1/27/2014.		1.000	Lump	\$1,961.80	0.00%	\$0.00	\$1,961.80

**Unit Cost:** \$1,961.80

**Unit Tax:** \$0.00

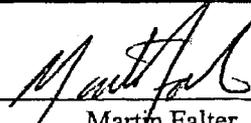
**Lump Sum:** \$0.00

**Lump Tax:** \$0.00

**Total:** \$1,961.80

### APPROVAL:

**By:** \_\_\_\_\_  
Mark Crandall

**By:**  \_\_\_\_\_  
Martin Falter

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

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





# REQUEST FOR PROPOSAL RFP-03G

TO:	C.O. Falter	DATE:	12-17-2013
FROM:	Jason Greene, P.E.	ENGINEER PROJECT NO.:	8614925
PROJECT:	Watertown Disinfection Improvements Project	PROJECT NO.:	-

### DESCRIPTION OF PROPOSED CHANGE:

Provide a new roof penetration through the existing roofing system (precast concrete plank, membrane system, etc.) in the existing portion of the Control Building, located above the existing hot water heater in Passage CB-106. Provide roofing system modifications to water-tight seal the new penetration.

Contractor to coordinate exact roof penetration location with Engineer's resident project representative, and coordinate exact roof penetration size with the HVAC Contractor (anticipated to be approximately 8-inch diameter).

Signed: Jason Greene  
 Title: Project Manager Date: 12-17-2013

TO:		DATE:	
FROM:			

Proposed (increase/decrease) in construction cost: \_\_\_\_\_  
 Proposed (increase/decrease) in contract time: \_\_\_\_\_  
 List attachments \_\_\_\_\_

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Marty Falter

---

**From:** Jason Greene [Jason.Greene@ghd.com]  
**Sent:** Monday, January 27, 2014 6:38 PM  
**To:** 'mfalter@falterconstruction.com'  
**Cc:** Mark Grzella; Steve Vrana; Christopher Kwasniewski  
**Subject:** Watertown WPCP Disinfection - RFP-03G (Additional Information)

Marty,

For RFP-03G, no roof curb is necessary for the proposed hot water heater roof vent pipe. See "Chimney Roof Penetration Detail" on Drawing H005 for the type of general roof penetration we are looking for with this application.

Also, as discussed, based on the proposed penetration location in the roof, it is not anticipated that any additional structural support will be needed.

Hope this clears things up for your cost proposal. Thanks,

**Jason Greene, P.E.**  
**Project Engineer**

### GHD

T: 315-679-5768 | F: 315-679-5801 | [Jason.Greene@ghd.com](mailto:Jason.Greene@ghd.com)  
1 Remington Park Drive, Cazenovia, NY 13035, USA | [www.ghd.com](http://www.ghd.com)

WATER | ENERGY & RESOURCES | ENVIRONMENT | PROPERTY & BUILDINGS | TRANSPORTATION

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This e-mail has been scanned for viruses



44 Court St. Route 9, Gouverneur, New York 13642 Phone (315) 287-3665, Fax (315) 287-3672  
www.rsiroofing.com info@rsiroofing.com

February 3, 2014

Wadsworth WRC  
200 William T. Field Drive  
Wadsworth, NY 13601

Attn: Mary Faber

Re: Subcontract Pricing

Madam:

The price to flash new "B" vent into the existing control building installed by others.

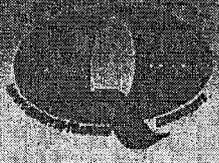
For the sum of \$750.00

Please feel free to contact the office with any questions or concerns that you may have.

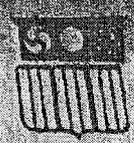
Respectfully,  
Sincerely,

*Lucas Baskin*

Lucas Baskin  
Project Manager



● SECTION 7 CONTRACTOR ●



NATIONAL  
ROOFING  
CONTRACTORS  
ASSOCIATION  
MEMBER

RECEIVED  
GHD CSI

FEB -6 2014



C. O. Falter Construction Corp. · 403 West Bear St. · Syracuse, NY 13204 · Tel. (315) 422-3016  
Fax (315) 422-3539

February 4, 2014

Jason Greene  
GHD Consulting Engineers  
1 Remington Park Drive  
Cazenovia, NY 13035

**RE: Time Extension Request No. 1**  
**City of Watertown**  
**WPCP Disinfection Improvements**  
**Contract No. 1 – General**  
**COF Job No: 1304**  
**COF Letter No. 0006**

Dear Mr. Greene:

This letter is C.O. Falter Construction's written request for time extension .Due to the extremely adverse weather conditions, sub zero temperatures accompanied by high wind and snow. C.O. Falter Construction was unable work at Watertown WPCP on 1/7/2014, 1/8/2014, 1/21/2014 & 1/22/2014 and is requesting a time extension for these days. Also when C.O. Falter Construction's crew returned to work on 1/9/2014 and 1/23/2014 following these adverse weather events. We lost production for an additional half day / 4hours on each of these dates due to site remediation /snow removal. Please review and advice.

Very Truly Yours,  
C.O. Falter Construction Corp.

A handwritten signature in black ink, appearing to read 'M. Falter', written over a horizontal line.

Martin Falter  
Project Manager

Enclosures:

Cc: Project File#3



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 24 March 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: WWTP Disinfection Project, Change Orders #4G

Enclosed is a copy of Change Order #4G for the WWTP Disinfection Project for the amount of \$1,961.80. This will bring the final contract amount for the General Construction contract to \$3,952,411.54. All four change orders constitute a combined 0.7% increase to the General Construction contract.

This change order entails the cost of a penetration of the Control Building roof to facilitate the installation of the new exhaust vent for the existing hot water heater. It also allows for a five day extension of the contract times due to inclement weather.

I have discussed these amounts with the Comptroller and there is adequate contingency money available in the current bond ordinance and an amendment for bonding is not required.

Please prepare a resolution approving these change orders for City Council consideration.

Cc:  
Mike Sligar, Superintendent of Water  
Jim Mills, Comptroller

Res No. 7

April 1, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Pataransit Bus Service – Contract Extension

City Council approved a bid proposal and subsequent contract on May 21, 2012 with Guilfoyle Ambulance Service to provide Paratransit Bus Services for the Citibus Transportation System. This service provides properly licensed and certified employees to operate wheelchair lift-equipped buses that provide transportation for disabled persons.

The current contract expires on June 30, 2014 and provides three additional one-year terms with a price increase not to exceed 6% in any one renewal year. A copy of that contract is attached for Council review.

Guilfoyle is requesting an extension of one year to June 30, 2015, along with an increase of 6% to cover the increase in Paratransit service usage for an annual contract of \$89,393.98.

As stated in Purchasing Manager Amy Pastuf's attached report, she has met with Department of Public Works Superintendent Gene Hayes and Transit Supervisor Kathy Webster, and it is their recommendation to extend the contract for one year.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Contract Extension - Paratransit Services,  
Guilfoyle Ambulance Service

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 Council approved a two-year contract on May 21, 2012 with Guilfoyle Ambulance Service to operate the City’s Paratransit Program, and

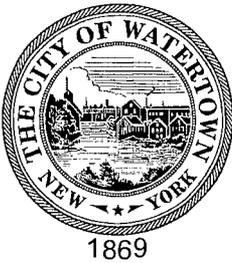
WHEREAS that contract included an option to renew the contract for three additional one-year terms with a price increase not to exceed 6% in any one renewal year, and

WHEREAS Guilfoyle is offering a one-year extension to June 30, 2015 with a 6% price increase for an annual contract of \$89,393.98,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the contract extension of one-year with Guilfoyle Ambulance Service for Paratransit Services for an annual contract of \$89,393.98, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to execute any documents necessary to extend the current contract for one year.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** RFP 2012-02 – Paratransit Bus Service - Contract Extension  
**DATE:** 3/31/2014

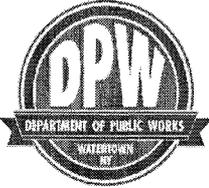
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At the City Council Session on May 21, 2012, the City Council voted to accept the proposal from Guilfoyle Ambulance Service for the lump sum price of \$168,666.00 for the next two fiscal years. The award included the option to renew the contract for three additional one-year terms with a price increase not to exceed 6% in any one renewal year. The current contract expires on June 30, 2014.

Guilfoyle has proposed extending the contract for one year, July 1, 2014 to June 30, 2015. Guilfoyle is also requesting an increase of 6% to cover the increase in Paratransit service usage over the last two years. The annual contract of \$84,333.00 would increase to \$89,393.98.

The CitiBus Transit Supervisor Kathy Webster and DPW Superintendent Gene Hayes have reviewed the performance of Guilfoyle Ambulance Service over the current contract period and propose we exercise the option to renew. It is recommended that the City renew the Paratransit Bus Service contract with Guilfoyle for the term of July 1, 2014 to June 30, 2015 for the amount of \$89,393.98

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

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 03-28-14 Ref: PW 020-14
To:	Amy Pastuf, City Purchasing Manager	
Subject:	Paratransit Contract Renewal Extension Guilfoyle Ambulance Service	

Attached for your review is a copy of the March 3, 2014 letter from David Sherman, Director of Operations, expressing the desire of Guilfoyle Ambulance Service, Incorporated to proceed with a one-year extension of services incorporating the 6% lump sum increase as detailed in the original 2012/2014 2-year master contract.

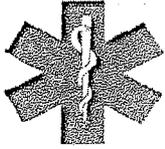
In our discussions with Guilfoyle, everyone recognizes the uncertainty associated with the City's initiation into the Urbanized Area/Metropolitan Planning Organization and transition to the Federal Transit 5307 program. While we are encouraged at the prospect of expanding the public transportation system this will very likely impact on our paratransit provider in a higher cost per passenger expense based upon longer travel times over greater distances with increased deadhead. Guilfoyle's concern over this is the fact that the current master contract is based on a lump sum payment which means that any extension of the contract area will incur greater costs to them with no increase in revenue; hence their desire to pursue a one-year extension.

Kathy Webster, Transit Supervisor and I have reviewed Guilfoyle's service history over the initial contract period and recommend that we advance with this option to renew.

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

*Gene*

cc: Kathy Webster, Transit Supervisor  
 DPW files:  
     Paratransit Contract: 2014/2015 Guilfoyle Ambulance Service



GUILFOYLE AMBULANCE  
SERVICE, INCORPORATED

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

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

March 3, 2014

Kathy Webster  
Transit Supervisor  
544 Newell Street  
Watertown, NY 13601-3380

Ms. Webster,

I have reviewed our costs for providing the Para Transit service to the City of Watertown and at this time the usage of the Para transit is up considerably from the time we posted our bid in 2012, and we anticipate the increase to continue again this year. Our current contract allows the City the option of a three year renewal. At this time I would like to express that Guilfoyle is very interested in said renewal. The extension clause allows for “up to 6% increase annually” and while everyone is looking for avenues to reduce expenditures we find our costs to provide a quality service ever increasing.

We respectfully request a 6% increase to attempt to cover our increased costs in providing this service to the residents of the City of Watertown for a one year extension and discuss the remaining two years separately with appropriate increases at that time not to exceed the allowed 6%. Please call me if you have any further questions.

Respectfully,

David C. Sherman  
Director of Operations

OUR MISSION STATEMENT

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

## **CONTRACT FOR PARATRANSIT SERVICES**

The City of Watertown, New York and  
Guilfoyle Ambulance Service, Inc.

July 1, 2012 – June 30, 2014

### **PURPOSE**

This Agreement for Paratransit Service is being made, and is intended to be effective as of July 1, 2012, between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City") and Guilfoyle Ambulance Service Inc., having a mailing address at P.O. Box 88, 438 Newell Street, Watertown, New York 13601 ("Guilfoyle").

### **INTRODUCTION**

Whereas the City operates a City Bus System established to provide transportation services to the general public; and

Whereas the City is required to comply with Title 11 of the Americans with Disabilities Act of 1990 (the "ADA") by providing a level of public transportation services to disabled persons which is comparable to that provided to persons without disabilities; and

Whereas the City previously solicited, and received, proposals from qualified contractors to provide complementary Paratransit services in accordance with both the ADA and with the City's bid specifications; and

Whereas Guilfoyle appears to be a skilled and competent public transportation provider having more than ten years experience providing coach service to persons with disabilities in the Jefferson County and Watertown area;

Now, therefore, in consideration of the mutual covenants and representations as stated herein, the City and Guilfoyle agree as follows:

### **SECTION I – AGREEMENT**

1. Term of Agreement – The term of this Agreement shall be for the period from July 1, 2012 through June 30, 2014.
2. The Agreement may be renewed by the City for a period from July 1, 2014 through June 30, 2017.

### **SECTION II – PROVISION OF SERVICE**

1. Guilfoyle represents that it has familiarized itself with the terms and requirements of the Americans with Disabilities Act of 1990 (the ADA), as amended, and all applicable Federal, State, and local law(s) or regulation(s).

2. Guilfoyle shall agree to provide a level of public transportation services to disabled persons which are comparable to that provided to persons without disabilities by the CitiBus Fixed Route System. In this regard, the transportation service to be provided by Guilfoyle shall be curb-of-origin to curb-of-destination.

3. Guilfoyle shall agree to provide complementary Paratransit services to ADA eligible persons to all points within the City of Watertown and to all points three-fourths (3/4) of a mile beyond any CitiBus fixed route.

4. The City reserves the right to modify or extend any existing fixed route, at its discretion, and upon 30 days written notice, Guilfoyle will be required to provide any changes in its service to meet the required coverage areas as noted above.

5. Guilfoyle shall agree to provide complementary Paratransit service to ADA eligible person during the same days and hours of operation as the City's fixed route bus service. Currently operating hours are: Monday through Friday – 7:00 a.m. to 6:15 p.m and Saturday, 9:40 a.m. – 5:35 p.m. The City reserves the right to change hours of operation upon 30 day written notice to the contractor.

6. Guilfoyle shall agree to provide a dedicated phone line to be used for Paratransit service only. Guilfoyle shall bear all costs associated with the phone line.

7. The dedicated phone line shall permit ADA eligible persons to call a live dispatcher, or other trip scheduling individual to request a trip five (5) days a week during normal business hours of 9:00 A.M. to 5:00 P.M. Furthermore, Guilfoyle agrees to provide an answering machine or other similar device or service to allow individuals the opportunity to request a trip outside of the normal business hours as defined above. All telephone calls shall be handled in a professional and timely manner.

8. Guilfoyle shall provide requested service on a next day basis (i.e. A trip shall be provided to any patron at any time during the operational hours of a day provided that the trip is scheduled anytime during the previous day).

9. Guilfoyle shall not schedule ADA eligible person(s) on a trip to begin more than one (1) hour before, or one (1) hour after, the individual's desired departure time unless negotiated with the individual.

10. Guilfoyle shall operate a system that allows reservations to be taken fourteen (14) days in advance for ADA eligible individuals.

11. If, at any time, the City chooses to increase or decrease the hours of fixed route service, the level of Paratransit service shall increase or decrease accordingly. Likewise, the fee that will be provided to Guilfoyle will be adjusted accordingly. Any fee adjustment will be negotiated between the City and Guilfoyle.

### **SECTION III – EQUIPMENT**

1. Vehicles: The City of Watertown will provide, for the contractor's use, three (3) motor vehicle(s) which are accessible to ADA Paratransit eligible persons, each of which shall be equipped with three (3) wheel chair positions with tie downs and fourteen (14) seating positions. The ADA compliant buses currently owned by the City and available for use are described in Appendix A to this contract.

2. Maintenance: The City owned motor vehicles to be used by Guilfoyle in performance of this service shall be maintained at the sole expense of the City with the following exceptions:

A. The general cleaning of the inside of the vehicles will be the responsibility of the contractor. Inside cleaning (including sweeping and mopping) shall be done at least once daily or more if needed. The cleaning of the inside of the windows shall be done at least once weekly. The walls and the ceiling of the bus shall be cleaned at least two times per year.

B. The general cleaning of the outside of the vehicles will be the responsibility of the contractor. Outside cleaning (washing) shall be done at least once daily.

3. Guilfoyle will be required to submit daily vehicle condition reports and vehicle maintenance reports to the DPW Central Garage Supervisor, 557 Newell Street as necessary. Fax reports to CitiBus at 315-755-9379 and fax to DPW Central Garage 315-782-0293. Sample reports are attached for your reference.

4. Guilfoyle agrees to notify the City of any minor defects or problems that occur with the vehicles on the daily vehicle condition report. Any major problems that occur are to be immediately reported to the Central Garage Supervisor.

5. The City shall not be responsible for any tickets or moving violations that are incurred as a result of any lack of maintenance that is not reported to the City.

6. The City shall maintain the buses in full compliance with Federal ICC, State and local highway rules and regulations, including inspection standards as set forth by the New York State Department of Motor Vehicles.

7. Fuel for the vehicles will be provided by the City of Watertown at its sole expense. Fuel will be available from the fueling station at the D.P.W. facilities on Newell Street. Fuel will be available for the Paratransit vehicles on Monday-Friday only between the hours of 8:00 A. M. to 4 P.M. Fuel will not be available on legal holidays.

8. Vehicle Use: The three vehicles shall be utilized on a rotation basis to ensure equal use of each as follows: On Monday of each week, the vehicles shall be rotated so that two vehicles are the primary vehicle for the week and the other vehicle would be the primary vehicle for the following week. The third vehicle is for rotation only and to allow for preventive maintenance.

9. The vehicles shall be used for providing CitiBus Paratransit service only. No other uses will be permitted by Guilfoyle.

10. Vehicle Storage: Guilfoyle will be responsible for providing a secured storage facility for the two vehicles that are in use for the week. The facility will be subject to inspection by the City. The reserve or rotation vehicle will be stored at the City of Watertown's D.P.W. facility on Newell Street when not in use.

## **SECTION IV – PERSONNEL**

1. It shall be the responsibility of Guilfoyle to provide personnel who possess the requisite education, training, and/or experience to operate and maintain the equipment/vehicles and to provide the level of service to ADA eligible persons, which is required by the ADA.

2. In addition, Guilfoyle shall represent that its drivers hold at a minimum, (or at least) C.D.L. Class C, minimum N-1 restrictive endorsement, licenses with a “Passenger” endorsement, and will maintain eligibility in accordance with pertinent provisions of the New York State Department of Transportation’s Rules.

3. Guilfoyle shall follow all Article 19-A requirements of Section 509 of the Vehicle and Traffic law.

4. Guilfoyle will also comply with the rules and regulations as required under the Omnibus Transportation Act of 1991.

5. Personnel employed by Guilfoyle who operate the Paratransit vehicles must present themselves to the public in a clean manner, be neatly dressed, clean shaven (if applicable) and must not smoke at anytime in or around the Paratransit vehicles.

6. The City reserves the right to have any personnel deemed undesirable removed from driving the City vehicle at any time.

## **SECTION V – CAPACITY CONSTRAINTS**

1. No restrictions shall be made on the number of trips an ADA eligible individual will be provided. There shall be no waiting lists for registration for service.

2. There shall be no operational pattern or practice that significantly limits the availability of service to ADA eligible persons. This includes such patterns as: (1) Substantial number of significantly untimely pickups for initial or return trips; (2) Substantial number of trip denials or missed trips; (3) Substantial number of trips with excessive trip lengths.

3. CitiBus Paratransit Service, enforces a “no show policy” (failure to cancel unwanted service, or arriving more than five (5) minutes beyond pick-up time is considered a “no show”). Three (3) “no shows” in a 30-day period can result in a 30-day suspension of service.

## **SECTION VI – PARATRANSIT SERVICE APPLICATION & VERIFICATION**

1. Guilfoyle shall work to identify all potential ADA eligible persons by the process below:

(A) Distribute application and professional verification forms (provided by the City) to potential ADA eligible persons upon request of any individual or agency.

(B) Actively search for new ADA eligible patrons by presenting the application process and service features in person to any individual or group who may request such a presentation.

(C) Collect and review the applications for completeness and return them to the CitiBus Office for processing within seven (7) days of receiving the application(s).

(D) Verify the identity of the ADA eligible rider prior to each trip.

## **SECTION VII – PROGRAM ADMINISTRATION**

1. Guilfoyle shall maintain records, which will describe the level of service and shall provide to the City, on a daily/monthly basis, the following information:

(A) Beginning and end of each day, each vehicle odometer and hub mileage reading.

(B) Total number of trips provided.

(C) Total number of personal care attendant trips provided.

(D) Total number of “loaded” miles of service.

(E) Total number of “unloaded” miles of service.

(F) Total amount of fares collected.

(G) Number of persons determined eligible for service in the month.

(H) Miscellaneous other data as requested.

2. Guilfoyle agrees to provide the City with a Daily Trip & Mileage Report, Monthly Report, and Quarterly Report for the level of service provided as set forth above on a daily, monthly and quarterly basis. These reports will be submitted in addition to the daily vehicle condition report and vehicle maintenance report as noted above in the Equipment Section.

3. Guilfoyle agrees to maintain its records in a confidential manner and to have the same readily accessible within Jefferson County to appropriate City personnel for the City’s inspection during normal business hours.

4. All daily, monthly and annual reporting and/or correspondence regarding the Paratransit program shall be directed to the Transit Supervisor in the CitiBus Office, 544 Newell Street, Watertown, New York 13601-2448.

## **SECTION VIII – FARES**

1. Guilfoyle shall charge a fare, which is set by the City Council for each ADA eligible person per one-way trip to ride on the Paratransit bus. This fare is currently set at \$3.00.

2. The same fare will similarly be charged to any visitors that accompany an ADA eligible person.

3. A personal care attendant traveling with an ADA eligible person will not be charged a fare.

4. Fares shall be collected from the riders at the time of pick up. Fare boxes shall be delivered to the City Comptroller’s Office, 245 Washington Street, Suite 203, daily (except weekends and holidays) by 11 a.m. the following day.

## **SECTION IX – SAFETY PLAN**

Guilfoyle agrees to adopt, implement and comply with the City of Watertown's Safety Plan.

## **SECTION X – ACCIDENT REPORTS**

All passenger injuries and miscellaneous incidents shall be reported, as soon as possible, via telephone and in writing to the City's Transportation Department within 48 hours of occurrence.

## **SECTION XI– INSURANCE**

1. The City shall provide and maintain automobile insurance for both vehicles used in connection with this contract. This insurance shall cover all vehicles and drivers used by the contractor in connection with fulfilling its obligations.

2. In the event of an accident, mishap or other event, which causes damage to the vehicle(s), which is determined to be the fault of Guilfoyle, the contractor will be responsible for the insurance deductible. The deductible amount is currently set at \$500 for comprehensive and \$500 for collision.

3. All drivers employed by Guilfoyle who will be operating the Paratransit vehicles must have clean records. A DMV abstract for each driver has been submitted to the City. Also, a DMV abstract will be required to be submitted to the office of the City's Transit Supervisor at time of hire for each new employee during the duration of this contract. Guilfoyle will be required on an annual basis, June 30, to submit to the City's Transit Supervisor a listing of all drivers who are employed to operate the City's Paratransit vehicles, along with an abstract for each one.

4. Guilfoyle shall procure and maintain Workers' Compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the contractor under the laws of the State of New York.

5. Guilfoyle and their employees agree that the City of Watertown's Transit Supervisor or designee will be notified within 24 hours of any DMV driving infraction, whether it be on or off the job, or any other action that may result in the loss of an employee's license or their ability to drive/operate a motor vehicle.

## **SECTION XII - DRUG AND ALCOHOL TESTING**

1. Guilfoyle shall implement a system that will make provisions for drug and alcohol testing of their drivers who are employed to operate the City's Paratransit Service.

2. The standard operational procedures and testing of drivers shall be in place upon commencement of the service.

3. Guilfoyle's Drug and Alcohol Policy shall follow all guidelines as set forth in the Federal Government's Omnibus Transportation Employee Testing Act of 1991 and meet the Federal requirements of 49 CFR Parts 655.

4. Guilfoyle shall provide the City with copies of their Drug and Alcohol Policy and shall submit documentation to the City on a quarterly basis verifying that testing is being conducted according to all applicable standards.

5. Guilfoyle shall submit their Drug and Alcohol tests summary report for the calendar year, to the City's Transit Supervisor for FTA reporting, by January 31<sup>st</sup> of each year.

6. All costs associated with this testing shall be the responsibility of Guilfoyle.

7. Guilfoyle shall provide on a Quarterly basis a roster of all safety sensitive employees who will be subject to Drug and Alcohol testing. The City's Transportation Office shall be notified within 48 hours of all new employees who will be subject to Drug and Alcohol testing as well as those employees who have left Guilfoyle's employment.

8. The City reserves the right to verify Guilfoyle's compliance with all Drug and Alcohol requirements on a 24-hour notice.

### **SECTION XIII – PAYMENT**

1. Payment for services provided will be remitted within 30 days of receipt of vendor invoice. Any/all monetary shortages of fares collected versus passengers reported will be deducted from monthly remittances by the City.

2. The City agrees to pay Guilfoyle \$84,333 for the period beginning July 1, 2012 and ending June 30, 2014. Payment will be in twenty-four monthly installments of \$7,027.75 during the term of the Agreement.

### **SECTION XIV – CONTRACT TERM**

The term of this contract shall be from July 1, 2012 through June 30, 2014. The City shall have the option to renew the contract for an additional three year period beginning July 1, 2014 and ending June 30, 2017.

### **SECTION XV – ESCALATION**

Increases to the original bid price may be honored for the renewal term of the contract, provided, the contractor notifies the City's Purchasing Agent 90 days prior to the contract's anniversary date of his intent to increase his price for the following year. Annual increase shall not exceed 6% for that year of extension.

### **SECTION XVI – QUALITY ASSURANCE**

1. The City reserves the right to satisfy itself as to the quality and level of service provided. If the City receives complaints as to the quality or level of any service supplied by Guilfoyle, the City reserves the right to investigate for the purposes of compliance with the specifications and the ADA. Failure by the City to act shall not be construed as a waiver.

2. If, after investigation, the City determines that the level of quality does not meet the specifications set forth in the contract and fails to meet expectations, the City has the right to cancel the agreement with sixty (60) days written notice.

#### **SECTION XVII – HOLD HARMLESS**

Guilfoyle shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expenses arising out of any liability, or claim of liability, for injury or damages to persons or to property sustained by any person or entity by reason of the contractor's operation or use of any motor vehicle used in providing Paratransit service or in connection with performing any other aspect of the service.

#### **SECTION XVIII – SAVINGS CLAUSE**

1. This document sets forth the Agreement between the parties, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. In the event any covenant, condition or provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Guilfoyle in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

**SECTION XIX – NOTICE**

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, to:

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

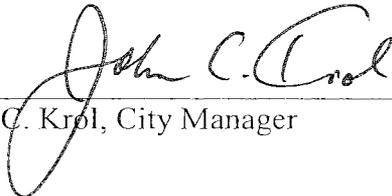
Guilfoyle Ambulance Service Inc.  
Charmaine Wright  
P.O. Box 88  
438 Newell Street  
Watertown, New York 13601

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

**IN WITNESS WHEREOF**, the City and Guilfoyle have caused this Agreement to be executed by authorized agents to be effective as of July 1, 2012.

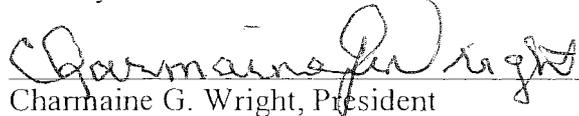
City of Watertown

By:

  
\_\_\_\_\_  
John C. Krol, City Manager

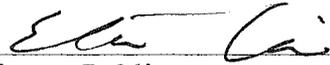
Guilfoyle Ambulance Service Inc.

By:

  
\_\_\_\_\_  
Charmaine G. Wright, President

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

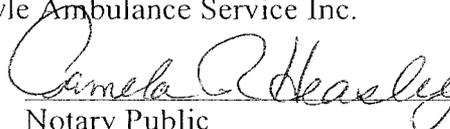
On May 29, 2012, before me personally came John C. Krol, to me known, who, being by me duly sworn, did depose and say that she resides in Watertown, New York, that she is the City Manager of the City of Watertown, the corporation described in and which executed the above instrument; and that she signed her name thereto by order of the City Council of said corporation.

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

**ELAINE GISO**  
Notary Public, State of New York  
No. 01GM010207  
Qualified in Jefferson County  
Commission Expires 1/31/17

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

On May 31, 2012, before me personally came Charmaine G. Wright, to me known, who, being by me duly sworn, did depose and say that she resides in Watertown, New York, that she is the President of Guilfoyle Ambulance Service Inc., and that she signed her name thereto by virtue of her authority in Guilfoyle Ambulance Service Inc.

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

**Pamela R Heasley**  
Notary Public State of New York  
Qualified in Jefferson County  
Reg #: 01HE6178991  
Commission Expires: 12-17-

## Appendix A

City ID	VIN	Year	Make	Model	COACH	Fuel
PT-500	1FD4E45S18DB59176	2008	FORD	E-450	PHOENIX	GASOLINE
PT-600	1FD4E4FS1ADB01730	2010	FORD	E-450	STARCRAFT	GASOLINE
PT-700	1FD4E4FSXADB01726	2010	FORD	E-450	STARCRAFT	GASOLINE

Res No. 8

April 2, 2014

To: The Honorable Mayor and City Council

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

Subject: Approving the Site Plan For Construction Of A 2,580 Square Foot Restaurant, With Drive-In Stalls And Drive-Through Window, Plus Parking Lot And Landscaping, At 121 Western Boulevard, Parcel 8-53-114.100

A request has been submitted by Ryan Churchill of GYMO, PC for the above subject site plan approval.

The Jefferson County Planning Board received the request at their March 25, 2014 meeting, but failed to establish a quorum. Because they will not meet again within 30 days, the Council may vote as if the project was determined to be of local concern only.

The City Planning Board reviewed the request on April 1, 2014 and voted to recommend that City Council approve the site plan subject to several conditions.

Attached are copies of the report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council must respond to the questions in Part 2 of the Short Environmental Assessment Form before it may vote on the resolution. The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment, and approves the site plan submitted to the City Engineering Department on March 11, 2014, subject to the conditions recommended by the Planning Board.

# RESOLUTION

Page 1 of 3

Approving The Site Plan For Construction Of A 2,580 Square Foot Restaurant, With Drive-In Stalls And Drive-Through Window, Plus Parking Lot And Landscaping, At 121 Western Boulevard, Parcel 8-53-114.100

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 Ryan Churchill of GYMO, PC, on behalf of CDE Partners, LLC, has submitted an application for site plan approval for the construction of a 2,580 square foot restaurant, with drive-in stalls and drive-through window, plus parking lot and landscaping, at 121 Western Boulevard, parcel 8-53-114.100, and

WHEREAS the Jefferson County Planning Board was scheduled to review the application pursuant to GML § 239-m on March 25, 2014, but failed to establish quorum, and

WHEREAS the Jefferson County Planning Board will not meet again within thirty days, and the City Council is thus free to decide the matter, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on April 1, 2014, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

- 1) The applicant shall shift the western parking lot entrance northward so that it lines up with the Chipotle/Five Guys driveway.
- 2) The applicant shall provide a minimum 5' offset between the parking lot and the sidewalk along the southern edge of the site.
- 3) The applicant shall shift the crosswalk at the southeast corner of the site so that it lines up with the ramp at the street corner.
- 4) The applicant shall provide photometric plan.
- 5) The applicant shall depict and describe the connection between the on-site storm sewer and the existing storm water management area to the north of the site.

# RESOLUTION

Page 2 of 3

Approving The Site Plan For Construction Of A 2,580 Square Foot Restaurant, With Drive-In Stalls And Drive-Through Window, Plus Parking Lot And Landscaping, At 121 Western Boulevard, Parcel 8-53-114.100

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

- 6) The applicant shall provide the Engineering Department with copies of all correspondence with NYSDEC regarding the Stormwater Pollution Prevention Plan.
- 7) The applicant shall shift or alter the drive-in canopy so that it does not encroach on the City's 15' water line easement.
- 8) The applicant must depict the connection between the on-site sanitary sewer and the Western Boulevard sanitary sewer.
- 9) The applicant must depict or note the connection between the existing sanitary system to the north of the project site and the City system.
- 10) The applicant shall provide a Landscaping Plan that marks the proposed removals, updates the planting schedule with quantities, and graphically differentiates between the existing and proposed plantings.
- 11) The applicant shall provide additional plantings along the southern edge of the project site: either 3 large-maturing trees at 40' on center, or 4 small- or medium maturing trees at 30' on center.
- 12) The applicant shall depict property lines distances and bearings on the site survey.
- 13) The applicant shall revise the curblines and building footprints surrounding the site to reflect current conditions.
- 14) The applicant shall provide a set of plans with an original stamp and seal by a NY-licensed engineer or architect.

And

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

# RESOLUTION

Page 3 of 3

Approving The Site Plan For Construction Of A 2,580 Square Foot Restaurant, With Drive-In Stalls And Drive-Through Window, Plus Parking Lot And Landscaping, At 121 Western Boulevard, Parcel 8-53-114.100

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

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

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

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that site plan approval is hereby granted for the construction of a 2,580 square foot restaurant, with drive-in stalls and drive-through window, plus parking lot and landscaping, at 121 Western Boulevard, parcel 8-53-114.100, as depicted on the plans submitted to the City Engineer on March 11, 2014, subject to the conditions recommended by the Planning Board and listed above.

**Seconded by**



# MEMORANDUM

CITY OF WATERTOWN 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:** Site Plan Approval – Sonic Restaurant, 121 Western Boulevard

**DATE:** March 26, 2014

**Request:** Site Plan Approval for the construction of a 2,580 square foot restaurant, with drive-in stalls and drive-through window, plus parking lot and landscaping, at 121 Western Boulevard, parcel 8-53-114.100.

**Applicant:** CDE Partners LLC

**Proposed Use:** Restaurant

**Property Owner:** Vision Development

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

SEQRA: Unlisted

County Review: Yes, March 25<sup>th</sup>

<b>Zoning Information:</b>	
District: PDD #23	Maximum Lot Coverage: N/A
Setback Requirements: 50'	Buffer Zone Required: N/A

**Project Overview:** The applicant proposes to construct a 2,580 square foot restaurant on a vacant piece of land adjacent to Western Boulevard. This will be a component of Planned Development District #23, most recently approved on April 19, 2010. The restaurant will occupy the site (and be subject to the requirements of) the building called "Proposed Retail 1" on the district overall plan.

In addition to the restaurant building, the project includes 15 drive-in stalls under a canopy, a double drive-through window, 53 parking spaces, and a small outdoor dining area.

**Address:** The applicant indicates that the project will be spread over several parcels, but the map has recently been updated following some subdivisions and assemblages in the area. The project will be located entirely on parcel 8-53-114.100, currently known as 1290 Arsenal Street Lot 5. The proposed building will be addressed as 121 Western Boulevard.

**Parking:** The applicant indicates that 53 parking spaces are provided, but the plans appear to show 54 total (including drive-in stalls). The requirement is only 13 spaces.

Circulation could be improved by shifting the western parking lot entrance about 15' to the north, so that it lines up with the Chipotle/Five Guys entrance. Stop bars (and ideally signs) should be added to ensure that customers know to treat this as a four-way intersection.

There should be a minimum 5' offset between parking spaces and the sidewalk to prevent vehicle noses from obstructing the walkway. This offset will also allow for more landscaping to be installed along the southern edge of the parking lot.

**Sidewalks:** The applicant provides sidewalks around the building frontage, and shows a crosswalk connection to the sidewalk on Western Boulevard. The crosswalk connection should be shifted southwest so that it lines up with the ramp at the corner.

**Lighting:** The applicant shows 8 light poles on site, some existing, some new. Building lighting and canopy light for the drive-in will also be installed. The applicant must provide a photometric plan.

The lighting design should also account for the existing street light at the northeast corner of the site.

**Drainage & Grading:** The parking lot is drained by 6 catch basins (one of which is pre-existing). The catch basins presumably connect to an existing system that carries runoff to a pond north of the site. The applicant must depict and describe the storm system outlet.

A SWPPP was previously approved for the site. Any update or correspondence with NYSDEC must be copied to the City Engineering Department.

**Water:** The city has a 15' water main easement cutting through the property. The applicant must shift the drive-in canopy so that its overhang does not encroach on this easement.

Water service is provided from an existing stub on the north side of the lot.

**Sewer:** The applicant shows sewer service connecting to an existing stub which drains to Western Boulevard, however, the actual connection to the Western Boulevard system is not shown. The applicant must depict this connection, including pipe sizes and inverts. The applicant should also show how the piping depicted to the north of the building site connects to the system.

**Landscaping:** The site has some preexisting landscaping in place, some of which will be removed to make space for pavement. The applicant indicates that some of these will be transplanted if possible. Additional tree plantings are proposed along Western Boulevard and the internal drives, mostly composed of small- to medium-maturing trees like lilacs and locusts. The applicant should mark the proposed removals on the plan, update the planting schedule with quantities, and graphically differentiate between the existing and proposed plantings.

The applicant should include additional small or medium trees along the southern edge of the parking lot. The Landscaping and Buffer Zone Guidelines require 4 small- or medium-maturing trees at 30' on center, or alternatively 3 large-maturing trees at 40' on center.

**Miscellaneous:** The applicant must show bearings and distances for the property lines on the site survey. The site was subdivided in 2005 so these should be available without any fieldwork.

The applicant should revise the curblines and building footprints surrounding the site to reflect current conditions (specifically the Chipotle/Five Guys curb and parking configuration).

The applicant must provide a wet-stamped set of plans to the Engineering Department.

Any signage will be handled separately by Code Enforcement. Approval of the site plan does not constitute approval of any signage depicted therein. A separate Sign Permit is required.

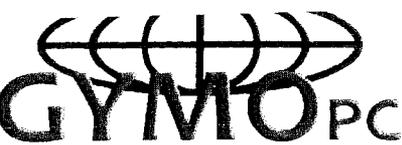
The applicant should be aware, however, that the monument sign shown near the Western Boulevard margin is not permitted in the PDD—this project is limited to 300 total square feet of signage on the building, and no additional free-standing signs.

The applicant must obtain the following permits prior to construction: Sanitary Sewer Permit, Water Supply Permit, General City Permit, and Building Permit.

**Summary:**

1. The applicant shall shift the western parking lot entrance northward so that it lines up with the Chipotle/Five Guys driveway.
2. The applicant shall provide a minimum 5' offset between the parking lot and the sidewalk along the southern edge of the site.
3. The applicant shall shift the crosswalk at the southeast corner of the site so that it lines up with the ramp at the street corner.
4. The applicant shall provide photometric plan.
5. The applicant shall depict and describe the connection between the on-site storm sewer and the existing storm water management area to the north of the site.
6. The applicant shall provide the Engineering Department with copies of all correspondence with NYSDEC regarding the Stormwater Pollution Prevention Plan.
7. The applicant shall shift or alter the drive-in canopy so that it does not encroach on the City's 15' water line easement.
8. The applicant must depict the connection between the on-site sanitary sewer and the Western Boulevard sanitary sewer.
9. The applicant must depict or note the connection between the existing sanitary system to the north of the project site and the City system.
10. The applicant shall provide a Landscaping Plan that marks the proposed removals, updates the planting schedule with quantities, and graphically differentiates between the existing and proposed plantings.
11. The applicant shall provide additional plantings along the southern edge of the project site: either 3 large-maturing trees at 40' on center, or 4 small- or medium maturing trees at 30' on center.
12. The applicant shall depict property lines distances and bearings on the site survey.
13. The applicant shall revise the curblines and building footprints surrounding the site to reflect current conditions.
14. The applicant shall provide a set of plans with an original stamp and seal by a NY-licensed engineer or architect.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Ryan Churchill, 220 Sterling Street



ARCHITECTURE  
ENGINEERING  
LAND SURVEYING

Edward G. Olley, Jr., AIA  
William P. Plante, PLS  
Patrick J. Scordo, PLS  
Thomas S.M. Compo, PLS  
Ryan G. Churchill, PLS

11 March 2013

Mr. Kurt Hauk, P.E.  
City Engineer  
Room 305 – City Hall  
245 Washington St  
Watertown, NY 13601

Re: Site Plan Submission  
Proposed Sonic Restaurant

File: 2014-023E

Dear Mr. Hauk:

On behalf of CDE Partners, LLC we are submitting the following materials for Site Plan review at the 1 April 2014 City Planning Board meeting and the 25 March 2014 Jefferson County Planning meeting:

- 4 full size sets of Site Plans for Departmental Review, including a wet stamped original (Cover, C001, C101, C102, and C501-C504);
- 4 full size Topographic Surveys (by Lafave, White & McGivern PC) and 12 – 11"x17" copies;
- 16 - 11" x 17" Preliminary Architectural Plans (A2.04, A3.0, and FP1.0);
- 12 - 11"x17" sets of Site Plans;
- 16 Signed and Sealed Engineering Reports;
- City of Watertown Site Plan Application, including Short EAF, and
- \$50 Application Fee.

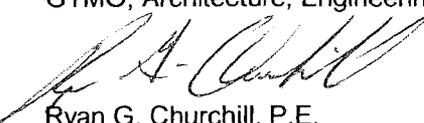
The project is located on three different tax parcel's; 8-53-103.100, 8-53-102.001, and 8-53-114 in the City of Watertown.

The proposed development consists of a Sonic Restaurant facility (2,580 SF) and related utilities and appurtenances required for site plan approval. The proposed facility will include 15 covered drive-in eating stalls. Signage is not being included for review in the submission.

The developer plans on beginning construction in the Summer of 2014.

If there are any questions or you require additional information, please feel free to contact our office.

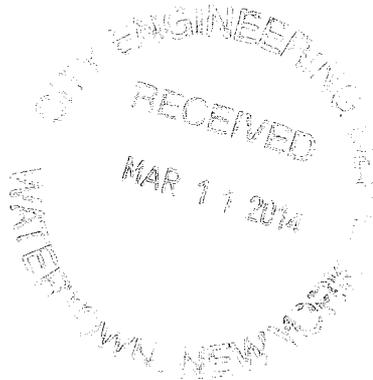
Sincerely,  
GYMO, Architecture, Engineering & Land Surveying, PC

  
Ryan G. Churchill, P.E.  
Partner, Managing Engineer

Attachments

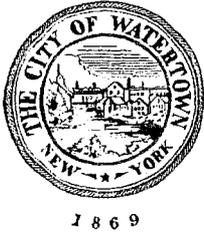
pc: Thomas Ross - GYMO, PC  
Fran Desimone - CDE Partners, LLC

220 Sterling Street Watertown, New York 13601  
Tel: (315) 788-3900 Fax: (315) 788-0668  
E-mail: gymopc@gymopc.com

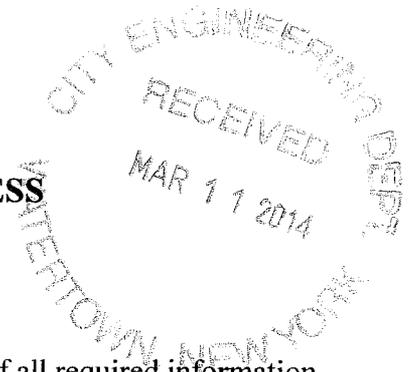


Gregory F. Ashley, PLS  
Stephen J. Gracey, PLS

In Consultation  
Leo F. Gozalkowski, PLS  
Stephen W. Yaussi, AIA



## CITY OF WATERTOWN SITE PLAN APPLICATION PROCESS



The applicant is responsible for completeness of application and inclusion of all required information.

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED\*\***

In order to expedite the Site Plan review process, all applicants are encouraged to have a pre-application meeting with Planning & Engineering staff. Staff can be reached at (315) 785-7740.

In the interest of expediting site plan approvals, the City of Watertown wishes to advise you of the procedures in applying for these referrals:

A. Fill out the Site Plan / Site Plan Waiver - Determination Flow Chart below:

1. Is the use a one, two, or three family dwelling?  
 YES (Site Plan Review is **not** required. You may apply directly for Building Permit.)  
 NO (Go to question 2)
2. Is your building or parking lot construction or expansion less than or equal to 400 sq. ft.?  
 YES (Site Plan Review is not required. You may apply directly for Building Permit.)  
 NO (Go to question 3)
3. Does your building or parking lot construction or expansion exceed 2500 sq. ft.?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (Go to question 4)
4. Is your proposed building the first on the lot?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (Go to question 5)
5. Does your project involve a change in the property boundaries?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (Go to question 6)
6. Does your building or parking lot construction or expansion change or impair the overall grading, circulation, drainage, utility services, and appearance and visual effect of the property?  
 YES (Site Plan Review required. Submit the Site Plan Application Form.)  
 NO (\*Site Plan Waiver allowed. Submit the Site Plan Waiver Form.)

\* The City of Watertown Planning Board reserves the right to require Site Plan Review.

B. When Jefferson County Planning Board review is necessary, one additional set is required. **SUBMISSION MUST CONTAIN COMPLETE COLLATED SETS OF ALL DATA.**  
 A complete submittal set at a minimum contains the following:

1. For Site Plan Approval \*
  - 15 sets** - At least 3 full size, including one original full size.
    - Remaining sets can be 11x17 if legible.
    - Completed Site Plan Application (see attached application form).
  - \* City Council Approval is required for Site Plans.
  
2. For Site Plan Waiver Approval \*\*
  - 10 sets** - At least 3 full size, including one original full size.
    - Remaining sets can be 11x17 if legible
    - Completed Site Plan Waiver Application (see attached application form).
  - \*\* Site Plan approval of City Council would be waived by the City of Watertown Planning Board.

C. Address submittals to:  
 Kurt W. Hauk, P.E.  
 City Engineer  
 Room 305, City Hall  
 245 Washington Street  
 Watertown, NY 13601

D. A **\$50.00** application fee must accompany the submittal.  
 A **\$50.00** application fee must accompany each resubmittal. You will be notified by the Engineering Department if an application requires a resubmittal.  
 Make checks payable to the City of Watertown.

E. All Site Plan submittals must be received by the City Engineer at least 14 calendar days prior to the next Planning Board Meeting; 21 calendar days if Jefferson County Planning Board action is necessary. Failure to meet the submittal deadline will result in **not** making the agenda for the upcoming Planning Board Meeting. **THERE ARE NO EXCEPTIONS.** The City Planning Board meets on the first Tuesday of each month at 1:30 P.M. in the City Council Chambers on the 3<sup>rd</sup> Floor of City Hall.

CITY OF WATERTOWN PLANNING BOARD 2010 (1 <sup>ST</sup> TUES. MONTH @ 1:30 PM)		CITY OF WATERTOWN CITY COUNCIL 2010 (1 <sup>ST</sup> & 3 <sup>RD</sup> MONDAY @ 7 PM)		JEFFERSON COUNTY PLANNING BOARD 2010 (LAST TUES. MONTH)	
MEETING DATE	DEADLINE	MEETING DATE		MEETING DATE	DEADLINE
Jan. 5	Dec. 22	Jan. 4, 19		Jan. 26	Jan. 12
Feb. 2	Jan. 19	Feb. 1, 16		Feb. 23	Feb. 9
March 2	Feb. 16	March 1, 15		March 30	March 16
April 6	March 23	Apr. 5, 19		April 27	April 13
May 4	April 20	May 3, 17		May 25	May 11
June 1	May 18	Jun. 7, 21		June 29	June 15
July 6	June 22	July 5, 19		July 27	July 13
Aug. 3	July 20	Aug. 2, 16		Aug. 24	Aug. 10
Sept. 7	Aug. 24	Sept. 7, 20		Sept. 28	Sept. 14
Oct. 5	Sept. 21	Oct. 4, 18		Oct. 26	Oct. 12
Nov. 2	Oct. 19	Nov. 1, 15		Nov. 23	Nov. 9
Dec. 7	Nov. 23	Dec. 6, 20		Dec. 28	Dec. 14



1869

**CITY OF WATERTOWN  
SITE PLAN APPLICATION  
AND  
SHORT ENVIRONMENTAL  
ASSESSMENT FORM, PART 1**

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

**PROPERTY LOCATION**

Proposed Project Name: Proposed Sonic Restaurant  
Tax Parcel Number: 8-53-103.100, 8-53-102.001, and 8-53-114  
Property Address: Western Boulevard, City Center Plaza  
Existing Zoning Classification: Planned Development District

**OWNER OF PROPERTY**

Name: Vision Development  
Address: 23590 Iroquois Island Shore Road  
Alexandria Bay, NY 13607  
Telephone Number: (315) 482-1008  
Fax Number: (315) 482-1025

**APPLICANT**

Name: CDE Partners, LLC  
Address: 330 Monroe Avenue, Suite 301  
Rochester, NY 14618  
Telephone Number: (585) 233-0454  
Fax Number: \_\_\_\_\_  
Email Address: desimone.fran@gmail.com

**ENGINEER/ARCHITECT/SURVEYOR**

Name: Ryan G. Churchill, P.E. - GYMO P.C.  
Address: 220 Sterling Street, Watertown, NY 13601  
Watertown, NY 13601  
Telephone Number: (315) 788-3900  
Fax Number: (315) 788-0668  
Email Address: pat@gymopc.com

**PROJECT DESCRIPTION**

Describe project and proposed use briefly:

Construction of a 2,580 SF Sonic Restaurant and the following site amenities,  
Water and sanitary sewer service, storm sewer facilities, lighting, landscaping, vehicular  
and pedestrian paths, etc.

Is proposed Action:

- New       Expansion       Modification/Alteration

Amount of Land Affected:

Initially: 1.17 Acres      Ultimately: 1.17 Acres

Will proposed action comply with existing zoning or other existing land use restrictions?

- Yes       No      If no, describe briefly

What is present land use in vicinity of project?

- Residential       Industrial       Commercial       Agriculture  
 Park/Forest/Open Space       Other

Describe: Restaurants, hotels, small retail

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

- Yes       No      If yes, list agency(s) and permit/approval(s)

Does any aspect of the project have a currently valid permit or approval?

- Yes       No      If yes, list agency(s) and permit/approval(s)

Overall WCC Plaza approved previously. Approvals needed:

- NYSDEC Sewer and SWPPP
- NYSDOH (Water)
- Background Studies (Archeological, Endangered Species, Wildlife, Traffic)

As a result of proposed project, will existing permit/approval require modification?

Yes       No

Proposed number of housing units (if applicable): \_\_\_\_\_

Proposed building area: 1<sup>st</sup> Floor 2,580 Sq. Ft.  
1st Floor (                    ) Sq. Ft.  
3<sup>rd</sup> Floor \_\_\_\_\_ Sq. Ft.  
Total 2,580 Sq. Ft.

Area of building to be used for the boiler room, heat facilities, utility facilities  
and storage: 280 Sq. Ft.

Number of parking spaces proposed: 53 Spaces, including 15 drive-in stalls

Construction Schedule: Spring 2014

Hours of Operation: 6 AM to 10 PM

Volume of traffic to be generated: 127 AM Peak HR, 86 PM Peak HR ADT

## REQUIRED DRAWINGS:

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

### **BOUNDARY & TOPOGRAPHIC SURVEY**

(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.

- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
- 1' contours are shown & labeled with appropriate spot elevations.
- All existing features on and within 50 feet of the subject property are shown and labeled. Unless restricted
- All existing utilities on and within 50 feet of the subject property are shown and labeled.
- All existing easements and/or right-of-ways are shown and labeled.
- Existing property lines (bearings & distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners & tax parcel numbers are shown and labeled.
- The north arrow & graphic scale are shown.

### **DEMOLITION PLAN (If Applicable)**

- All existing features on and within 50 feet of the subject property are shown and labeled.
- All items to be removed are labeled in darker text.

### **SITE PLAN**

- All proposed above ground features are depicted and clearly labeled.
- All proposed features are clearly labeled "proposed".
- All proposed easements & right-of-ways are shown and labeled.
- Land use, zoning, & tax parcel number are shown.

- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- All vehicular & pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.
- Proposed parking & loading spaces including ADA accessible spaces are shown and labeled.
- Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, "No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property".
- The north arrow & graphic scale are shown.

**GRADING PLAN**

- All proposed below ground features including elevations & inverts are shown and labeled.
- All proposed above ground features are shown and labeled.
- The line work & text for all proposed features is shown darker than existing features.
- All proposed easements & right-of-ways are shown and labeled.
- 1' existing contours are shown dashed & labeled with appropriate spot elevations.
- 1' proposed contours are shown & labeled with appropriate spot elevations.
- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
- Sediment & Erosion control are shown & labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

**UTILITY PLAN**

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

- All proposed easements & right-of-ways are shown and labeled.
- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supercede all other plans and specifications provided."

**LANDSCAPING PLAN**

- All proposed above ground features are shown and labeled.
- All proposed trees, shrubs, and other plantings are shown and labeled.
- All proposed landscaping & text are shown darker than existing features.
- All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.
- For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.
- Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).**

**PHOTOMETRIC PLAN (If Applicable)**

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

**CONSTRUCTION DETAILS & NOTES**

- All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.
- Maintenance & protection and traffic plans & notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided.

Water and sanitary sewer service, storm sewer facilities, lighting, landscaping, vehicular

- The following note must be added to the drawings stating:  
“All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department.”

**PRELIMINARY ARCHITECTURAL PLANS (If Applicable)**

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

**ENGINEERING REPORT**

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

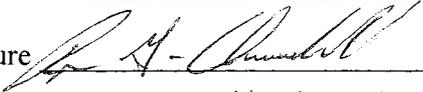
- Project location
- Project description
- Existing & proposed sanitary sewer flows & summary
- Water flows & pressure
- Storm Water Pre & Post Construction calculations & summary
- Traffic impacts
- Lighting summary
- Landscaping summary

**GENERAL INFORMATION**

- ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.
- If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.
- If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department
- If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.
- Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.
- Plans have been collated and properly folded.
- Explanation for any item not checked in the Site Plan Checklist.  
Photometric Plan not provided, as existing poles on pad site have been  
repositioned. No new lights are proposed, with the exception of building  
lights.
- Completed SEQR – Short Environmental Assessment Form – Part I.  
\*A copy of the SEQR Form can be obtained from the City of Watertown website.

**SIGNATURE**

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

Applicant (please print) Fran Desimone  
Applicant Signature  Date: 3/11/14  
LYAN G. CHURCHILL, P.E. - SYMO, P.C.  
FOR FRAN D.

Excerpt – City of Watertown Planning Board, April 1, 2014 Meeting

SITE PLAN – SONIC RESTAURANT  
121 WESTERN BLVD – PARCEL 8-53-114.100

The Board then considered a request submitted by Ryan Churchill of GYMO, PC, on behalf of CDE Partners, for the construction of a 2,580 square foot restaurant, with drive-in stalls and drive-through window, plus parking lot and landscaping, at 121 Western Boulevard, parcel 8-53-114.100.

Mr. Churchill approached the board to explain the project. He noted that Fran Desimone of CDE Partners and Pat Donegan of Vision Development were also present. He described the project, saying that it includes 48 seats, a drive-through, and 15 drive-in stalls under a canopy. There would also be an outdoor patio. The project was to be located in PDD #23 on a site marked for a retail business. Since restaurants and retail are not differentiated, no PDD amendment was needed.

He noted that number of parking spaces provided was well over the number required by the zoning ordinance which was only 13 spaces. The proposal includes 54 when the drive-in stalls are counted. The project will connect to existing utility lines, as the site is essentially shovel-ready. The sanitary sewer connects to a pump station in Western Boulevard.

A Stormwater Pollution Prevention Plan was already approved with this site included, and the current proposal would actually reduce the final impervious area over what was originally proposed.

Mr. Wood asked if the SWPPP as still active. Mr. Churchill said that it is, and will need to be modified.

Mr. Churchill continued, saying that some existing light poles would be relocated, and the photometric plan was still in progress, to be submitted later. Mr. Donegan mentioned that the poles were recently retrofitted with 1000-watt-equivalent LED fixtures, which use much less electricity than the original metal halide fixtures.

Mr. Churchill spoke in reference to Staff Report Summary Item #1, regarding the northward shift of the western driveway entrance. He explained that it had been moved about 5' to the north, but could not be moved further because doing so would eliminate parking spaces that Chipotle Restaurant relies on. The shift should still help alleviate traffic issues.

Mr. Donegan noted that this is an internal drive, not an exit onto a thoroughfare.

Mr. Wood said that the shift depicted was an improvement, and while it would be ideal to have the two driveways fully aligned, some leniency could be allowed because it is an internal drive, two intersections removed from the city street.

Mr. Churchill noted that the canopy and parking were also shifted to provide an offset from the southern sidewalk and the city water easement. The patio was also shrunk slightly.

Mrs. Freda asked if there was a grade change between the southern sidewalk and the parking lot.

Mr. Donegan said that the southern sidewalk is currently even with the lot, but there would probably be a small berm after construction was finished.

Mr. Katzman asked if there would be a major traffic impact on Western Boulevard and within the plaza on the internal drives.

Mr. Churchill explained that the original PDD approval included a traffic study that covered the full build out of the plaza. Mr. Donegan noted that the NYSDOT took the traffic study and full build out into account when designing Western Boulevard and actually altered the plans in anticipation of this development.

Mrs. Fields asked what the restaurant hours would be. Mr. Desimone said it would typically open at 7:00 am and close around 10:00 pm on weekdays and maybe 1:00 am or 2:00 am on weekends.

Mrs. Freda asked if car hops would be working on both sides of the building. Mr. Desimone said that they would only be working on the west side.

Mrs. Freda asked how many employees the restaurant would have. Mr. Desimone said they would start with about 100, and probably stabilize around 50 after several months.

Mrs. Gervera asked for clarification as to why only 13 parking spaces were required for what seems to a parking intense use.

Mr. Lumbis said that the parking requirement is formula based on the building size—5 spaces for each 1,000 square feet. He said the Zoning Ordinance does not differentiate between offices, restaurants or retail.

Mr. Mix said that the '5 per 1,000' formula averages the number of required parking spaces over many types of uses. Sometimes this creates too much parking, but restaurants almost always want significantly more than they are required to have.

Mr. Katzman moved to recommend that City Council approve the site plan for construction of a 2,580 square foot restaurant, with drive-in stalls and drive-through window, plus parking lot and landscaping, at 121 Western Boulevard, parcel 8-53-114.100, as submitted on March 11, 2014, subject to the following conditions:

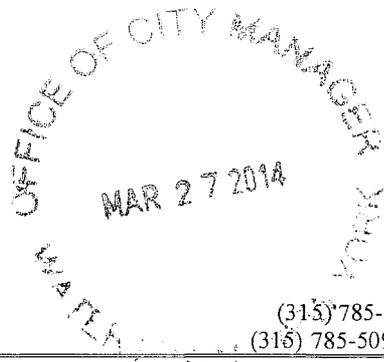
1. The applicant shall shift the western parking lot entrance northward so that it lines up with the Chipotle/Five Guys driveway.
2. The applicant shall provide a minimum 5' offset between the parking lot and the sidewalk along the southern edge of the site.

3. The applicant shall shift the crosswalk at the southeast corner of the site so that it lines up with the ramp at the street corner.
4. The applicant shall provide photometric plan.
5. The applicant shall depict and describe the connection between the on-site storm sewer and the existing storm water management area to the north of the site.
6. The applicant shall provide the Engineering Department with copies of all correspondence with NYSDEC regarding the Stormwater Pollution Prevention Plan.
7. The applicant shall shift or alter the drive-in canopy so that it does not encroach on the City's 15' water line easement.
8. The applicant must depict the connection between the on-site sanitary sewer and the Western Boulevard sanitary sewer.
9. The applicant must depict or note the connection between the existing sanitary system to the north of the project site and the City system.
10. The applicant shall provide a Landscaping Plan that marks the proposed removals, updates the planting schedule with quantities, and graphically differentiates between the existing and proposed plantings.
11. The applicant shall provide additional plantings along the southern edge of the project site: either 3 large-maturing trees at 40' on center, or 4 small- or medium maturing trees at 30' on center.
12. The applicant shall depict property lines distances and bearings on the site survey.
13. The applicant shall revise the curblines and building footprints surrounding the site to reflect current conditions.
14. The applicant shall provide a set of plans with an original stamp and seal by a NY-licensed engineer or architect.

Mrs. Fields seconded, all voted in favor.



Department of Planning  
175 Arsenal Street  
Watertown, NY 13601



Donald R. Canfield  
Director of Planning

(315) 785-3144  
(315) 785-5092 (Fax)

March 26, 2014

Andrew Nichols, Planner  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

Re: GYMO, Site Plan Review for Sonic Restaurant, JCDP File # C 3 - 14

Dear Andrew:

The Jefferson County Planning Board was unable to establish a quorum for its March 25, 2014 meeting. Pursuant to General Municipal Law, Section 239m the County Planning Board has thirty days to respond to a referral. The Board will not reconvene within the thirty day time period, therefore the local board is free to make its final decision.

Despite the lack of a quorum, staff review comments are being returned to the referring municipalities for informational purposes. During its review, staff noted the following:

As more than one acre will be disturbed in the construction of the proposed building, a NYS DEC SWPP will be required.

The local board should ensure that any future signage proposed complies with the City's zoning law.

The local board should consider encouraging the naming of streets within the internal roadway system to enhance wayfinding and addressing for current and future project tenants.

Thank you for reviewing these comments.

Sincerely,

E. Hartley Bonisteel  
Community Development Coordinator

EHB

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.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Proposed Sonic Restaurant			
Project Location (describe, and attach a location map): City Center Plaza, Western Boulevard			
Brief Description of Proposed Action: The project consists of the construction of a 2,580 SF Sonic Restaurant and site amenities, including sanitary sewer and water services, storm sewer facilities, landscaping, lighting, and vehicular and pedestrian path.			
Name of Applicant or Sponsor: CDE Partners, LLC		Telephone: 585-233-0454	
		E-Mail:	
Address: 3300 Monroe Avenue, Suite 301			
City/PO: Rochester		State: NY	Zip Code: 14618
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Jefferson County Planning Board			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.17 acres	
b. Total acreage to be physically disturbed?		1.17 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.17 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input 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: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor name: Fran Desimone

Date: 3/11/14

Signature: [Signature] RYAN G. CHURCHILL SYMO

**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**

Public Hearing – 7:30 p.m.

April 2, 2014

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning & Community Development Coordinator  
Subject: CDBG Public Hearing

A Public Hearing has been scheduled for 7:30 p.m. on April 7, 2014, as part of the effort to gather public input for the preparation of the 2014-15 Community Development Block Grant (CDBG) Consolidated Plan and the 2014 Annual Action Plan. This first Consolidated Plan will be for a two-year period to bring our plan in synch with the timing of the North Country HOME Consortium's plan. After this, it will be for a five-year period.

The City of Watertown has been allocated \$796,173 by the U.S. Department of Housing and Urban Development for FY 2014. The City's CDBG program year will be July 1 to June 30.

Use of CDBG funds must meet one of the three national objectives:

1. Benefit low and moderate income person,
2. Aid in the prevention or elimination of slums or blight, or
3. Meet a need having a particular urgency.

Seventy percent of the funds must be spent on the first objective. The low and moderate income (LMI) limits are listed below. A map showing LMI percentages by Census Tract is attached.

<b>Family Size</b>	<b>Low</b>	<b>Moderate</b>
• 1 Person	\$20,900	\$33,450
• 2 Person	\$23,900	\$38,200
• 3 Person	\$26,900	\$43,000
• 4 Person	\$29,850	\$47,750
• 5 Person	\$32,250	\$51,600
• 6 Person	\$34,650	\$55,400
• 7 Person	\$37,050	\$59,250
• 8 Person	\$39,450	\$63,050

Eligible activities include:

1. Housing
2. Public facilities and improvements
3. Public services
4. Economic development
5. Planning and administration.

Examples of housing activities include:

1. Homeownership assistance
2. Owner occupied rehabilitation
3. Rental rehabilitation
4. Housing services
5. Construction of new housing (under very limited circumstances)

Examples of public facilities and improvements include:

1. Neighborhood facilities including but not limited to libraries, recreational facilities, parks and playgrounds
2. Infrastructure improvements, including but not limited to streets, sidewalks and water and sewer lines
3. Facilities for persons with special needs, such as homeless or domestic violence shelters, nursing homes, or group homes for the disabled.

A fundable public service must be a new service or quantifiable increase in the level of an existing service. Examples include:

1. Job training and employment services
2. Healthcare and substance abuse services
3. Child care
4. Crime prevention
5. Fair housing counseling
6. Education programs
7. Services for senior citizens
8. Services for homeless persons
9. Recreational services.

Examples of economic development activities include:

1. Acquiring, constructing or rehabilitating commercial or industrial real property by non-profit or public entities
2. Assisting a private for-profit business
3. Providing economic development services
4. Technical assistance to businesses
5. Microenterprise development

6. Commercial rehabilitation
7. Public facilities and improvements
8. Job training.

Planning and administration can include:

1. Comprehensive plans
2. Community development plans
3. Functional plans
4. Other plans and studies
5. Policy planning
6. General management oversight and coordination
7. Public information
8. Fair housing activities
9. Indirect costs
10. Submission of applications for Federal programs

Staff has reached out for input to local agencies and individuals involved in the types of programs that can be funded through the Community Development Block Grant program. The following are suggestions that we have received so far:

#### Programs

##### Housing

- Owner-occupied Rehab
- Rental Rehab
- Home Buyer
- Emergency Repairs
- Energy Efficiency
- Emergency Mortgage Payment
- Rental Registration
- Rental Down-payment Assistance
- Counseling

##### Sidewalk

- Street Tree
- Bus Route Enhancement
- Park Safety Patrols
- Garbage Service Subsidy
- Computer Access in Senior Housing

#### Projects

- Sewall's Island
- Ogilvie Site
- VL-15 Water Street
- 591 Rear Main Street
- Lincoln Building
- Masonic Temple

259 J.B. Wise Place  
75 Public Square  
63-65 Public Square  
138 Court Street  
108 Newell Street  
Factory Square  
330 Coffeen Street & 308 Waltham Street  
N. Michigan/ Bronson St.  
Cooper Street Sewer Outfall  
Arsenal/Court Streetscape  
Senior Citizen Center  
Homeless Shelter  
Riverfront parks  
Neighborhood parks & recreation facilities  
Housing Authority Units

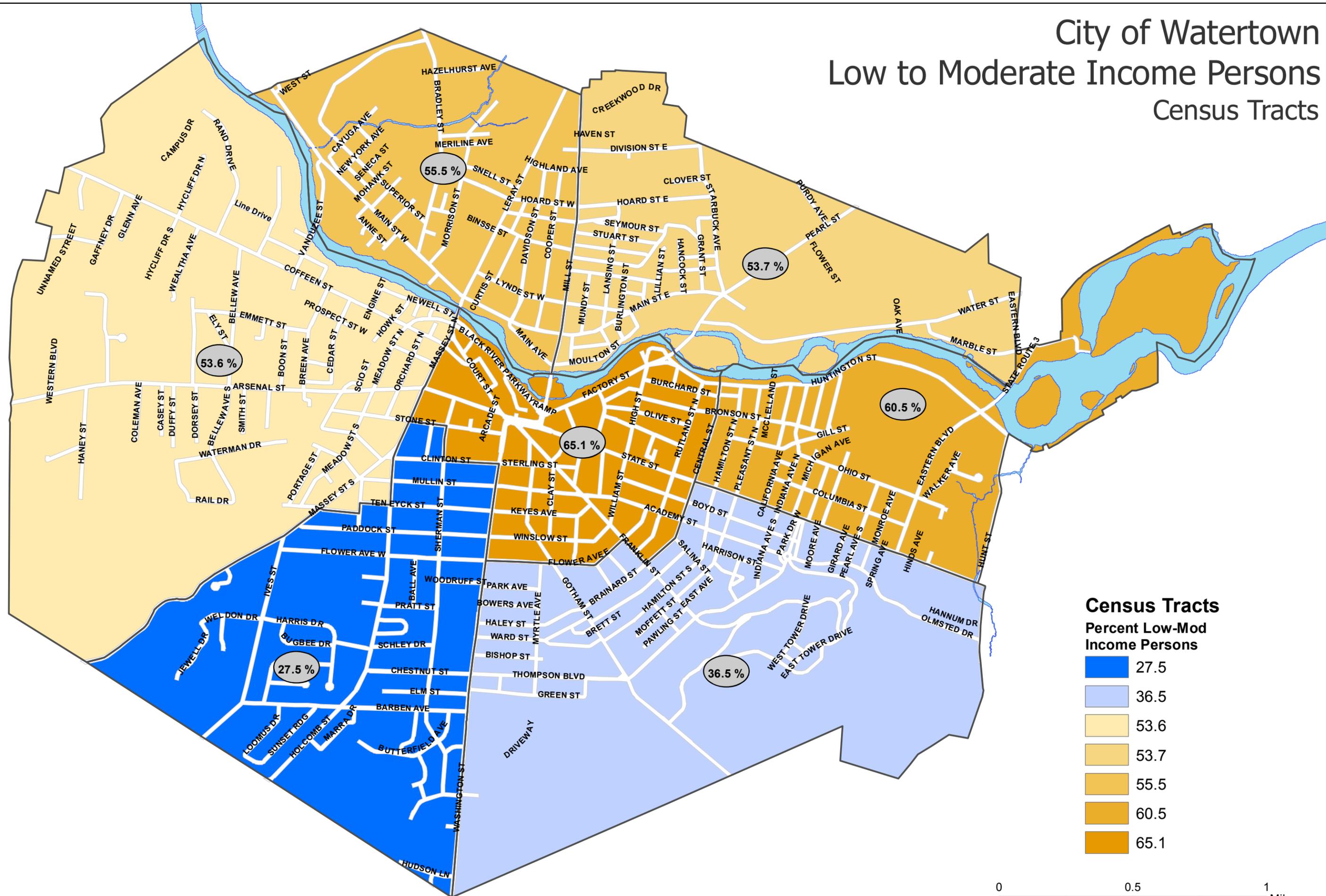
#### Planning

A City Comprehensive Plan  
Downtown Strategic Plan  
Neighborhood Improvement Plans  
Homeless planning

We plan to make recommendations to the City Council on what to include in the plans at the April 28, 2014 work session.

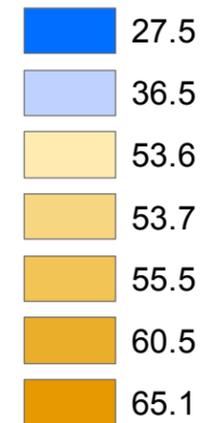


# City of Watertown Low to Moderate Income Persons Census Tracts



### Census Tracts

Percent Low-Mod  
Income Persons



0 0.5 1 Miles

April 4, 2014

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning & Community Development Coordinator  
Subject: Points North Housing Coalition Report

Attached for Council review is a report from the Points North Housing Coalition (PNHC), a certified HUD Continuum of Care organization. A Continuum of Care is a community plan to organize and deliver housing and services to meet the needs of people who are homeless. Coordinating with the PNHC with regard to homelessness issues will be an important component to the City's CDBG Consolidated Plan.

Candi Fitzgerald of the PNHC plans to speak at the CDBG public hearing on Monday and asked that this information be forwarded to the Council prior to the hearing.

# Points North in Jefferson County



**POINTS NORTH HOUSING COALITION**

**CONTINUUM OF CARE**

**JEFFERSON  
LEWIS  
ST. LAWRENCE  
COUNTIES**

# Points North Housing Coalition



Points North formed in 2005 to address:

- Fort Drum Expansion
  - ✦ Impact on available housing
  - ✦ Impact on service resources

Points North members include, from 3 counties:

- Local treatment providers
- Services agencies
- Parole
- Client advocacy organizations

# PNHC Members



- Transformation House Ministries
- Neighbors of Watertown
- Community Action Planning Council
- St. Lawrence DSS
- Victims Assistance Center of Jefferson County
- Lewis DSS
- Watertown Housing Authority
- Northern Regional Independent Living Center
- Gates of Goodness and Mercy
- Samaritan Medical Center
- North Country Children's Clinic
- Watertown Urban Mission
- Jefferson County Planning
- Massena Independent Living Center
- Dev. Auth. Of the North Country
- Snow Belt Housing
- MHA in Jefferson County
- Credo Community Center
- Transitional Living Services of Northern NY
- Canton Potsdam Hospital
- Jefferson County DSS
- Children's Home of Jefferson County

# U.S. Department of Housing and Urban Development Certification



- Points North is a certified HUD Continuum of Care (CoC)

The CoC is a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency.

It includes action steps to end homelessness and prevent a return to homelessness.

# Who is Homeless?



- According to HUD, a person is considered homeless only when he/she lives:
  - ✦ On the street
  - ✦ In a place not meant for human habitation (e.g. cars, campsites, and abandoned buildings)
  - ✦ In an emergency shelter
  - ✦ In transitional or supportive housing (for people coming from the streets or emergency shelter)
  - ✦ In any of the above places prior to entering a hospital/institution
  - ✦ A person being evicted within a week from a private dwelling
  - ✦ A person discharged within a week from an institution where they stayed long term (31 days or more) and a housing plan is not provided as a part of discharge planning

# Who is at Risk of Homelessness?



Individuals that:

- Have moved due to economic reasons 2 or more times in the last 60 days
- Are living in the home of another because of economic hardship
- Have a 21 day eviction notice
- Live in a hotel/motel paid by client
- Live in a unit with more than 1.5 persons/room
- Are exiting a publicly funded institution or system of care

# Homelessness in the North Country



*Of the 594 sheltered and unsheltered individuals surveyed  
in Lewis, St. Lawrence and Jefferson Counties  
on the night of 1.28.2014*

- 30 Sheltered Veterans
  - 149 Sheltered Mentally ill / 14 Unsheltered
- 109 Sheltered Chronic Substance Abuse / 7 Unsheltered
  - 1 Sheltered HIV
- 43 Sheltered Domestic Violence / 1 Unsheltered
  - 5 Sheltered Unaccompanied Youth

*Annual Point-In-Time Count: January 29, 2013 (2014 is currently being tabulated)*

- **49 individuals** were housed in emergency shelters, motels paid for with vouchers, or transitional living apartments
- **3 families** were housed in emergency shelters or motels paid for with vouchers
- **8 individuals** qualified as unsheltered homeless, defined as those living in a place not meant for human habitation, car or other vehicle, the street or woods, or a camper or tent

# JCDSS Reports...



- The success that Jefferson County Department of Social Services(JCDSS) has seen in dealing with the homeless population of Jefferson County has been impacted greatly by the ability to obtain funding for homeless programs such as the HUD Shelter Plus Care and HPRP (Homeless Prevention and Rapid Rehousing) Programs.

---

- **2006 - 2009,**

JCDSS expenditures for housing homeless individuals and families ranged from just under **\$1,000,000 to \$1,500,000**

**Average length of stay in temporary housing - 1 month**

for these individuals in temporary emergency housing such as hotels and the VAC shelter before more permanent affordable housing could be found.

---

- **2010 to date...**

JCDSS has seen a dramatic decline in the expenditures to house homeless individuals  
**2013 JCDSS spent under \$200, 000**

**Average length of stay in temporary housing – 6 days**

---

*Full DSS Statement located at end of presentation in Supplemental Slides*

# State Efforts to Prevent Homelessness:



<b>HEARTH: (Helping Eradicate All Roads to Homelessness)</b>	
2009	32
2010	2337
2011	1273
Total	3642

<b>STEHP: (Solutions to End Homelessness Program)</b>	
2012	758
2013	657
Total	1415

# Funding Leveraged



## **HEARTH: (Helping Eradicate All Roads to Homelessness)**

Jefferson

Lewis

St. Lawrence

\$854,924

\$231,978

\$755,352

Over 1.8 Million over 2 years

## **STEHP: (Solutions to End Homelessness Program)**

Jefferson

Lewis

St. Lawrence

\$750,000 (approx)

\$300,000 (approx)

\$450,000 (approx)

1.5 Million over 3 years

# How Many Points North Has Helped



HUD-Awarded CoC Dollars to Points North		Award \$ Allocated to Jefferson County
2005 (5 yr award)	\$588,060	\$588,060
2006 (5 yr award)	\$597,660	\$597,660
2008 (5 yr award)	\$18,375	\$18,375
2009 (5 yr award)	\$18,375	\$18,375
2010 (5 yr award)	\$286,824	\$286,824
2011 (1 yr award)	\$1,111,223	\$713,422
2012 (1 yr award)	\$1,259,055	\$849,464
Total over 9 years:	\$ 3,879,572	\$3,072,180 (approx 80%)

# How Many Points North Has Helped



## Points North Shelter Plus Care Program

2005	0
2006	0
2007	25
2008	117
2009	180
2010	169
2011	129
2012	240
<b>Total Individuals Helped:</b>	<b>860</b>

# PNHC Planning Project



- The strategic plan will investigate the needs and gaps within the community, establish a coordinated intake assessment tool and create a CoC sustainability plan.
- During the first 12 months of the planning process the CoC will complete a SWOT (strength, weakness, opportunity and threat) analysis for all 1-, 5-, and 10-year goals.
- The CoC will seek to establish a planning committee to ensure our efforts are included within each community plan.
- Through planning activities the CoC will concentrate on building additional capacity for the collection of housing and services data to prove that sustainable housing does not succeed without services, and services do not succeed without safe/sustainable housing.
- The CoC will increase the number of agencies entering data into the HMIS to include all emergency, transitional and permanent housing providers. NCBHN will provide targeted information and training sessions illustrating the advantages of HMIS data entry & reporting to ensure the highest quality data.
- Lead Agency, NCBHN will focus on cross-systems planning through community outreach efforts by coordinating a "housing summit." The housing summit will build agency relations that require active engagement, sustained contribution and continuous commitment of key community services, such as: housing, health care, employment, mental health/substance abuse services, child care, youth services, and other key stakeholders in ending homelessness within the tricounty

# Top 5 Reasons for Coordinated Assessment



- Co-existing disorder clients unable to stay compliant with treatment
  - Difficulty locating housing for individuals with criminal backgrounds
- Options for those with DSS sanctions / Clients with history of poor tenancy
- Lack of designated sober/drug-free housing / substandard rental units available
  - Motel fees increase / High-risk motel environment

# QUESTIONS



CANICE FITZGERALD  
[CFITZGERAL@SHSNY.COM](mailto:CFITZGERAL@SHSNY.COM)

CHERYL STEVENS  
[CHERYL@NEIGHBORSOFWATERTOWN.ORG](mailto:CHERYL@NEIGHBORSOFWATERTOWN.ORG)

ERIKA FLINT  
[EFLINT@WATERTOWNURBANMISSION.ORG](mailto:EFLINT@WATERTOWNURBANMISSION.ORG)

# Supplemental Information



# Full Statement from JCDSS



- The success that Jefferson County Department of Social Services(JCDSS) has seen in dealing with the homeless population of Jefferson County has been impacted greatly by the ability to obtain funding for homeless programs such as the HUD Shelter Plus Care and HPRP (Homeless Prevention and Rapid Rehousing) Programs. Looking back at statistics for 2006 through 2009, JCDSS expenditures for housing homeless individuals and families ranged from just under \$1,000,000 to \$1,500,000 with the average length of stay for these individuals in temporary emergency housing such as hotels and the VAC shelter being approximately one month before more permanent affordable housing could be found. From 2010 to date JCDSS has seen a dramatic decline in the expenditures to house homeless individuals. In 2013 JCDSS spent under \$200, 000 and the average length of stay in temporary emergency housing was approximately 6 days. Though there were other factors that also contributed to this decrease, without funding specifically geared toward reducing homelessness such as Shelter Plus Care and HPRP funds we would not have seen this type of a decrease.
- Being a member of the Points North Housing Coalition has been instrumental in our success in remaining competitive in securing grant funding for the homeless population. Remaining competitive in obtaining funding to prevent homelessness and aid those that are homeless is essential. We must continue to seek funding sources for this population and aid them in obtaining and maintaining permanent affordable housing. Failing to do so would result in an increase in the amount of money the county and ultimately the citizens of the county spend on this population.

**Teresa W. Gaffney,  
Commissioner, Jefferson County Department of Social Services  
250 Arsenal Street, Watertown, NY 13601, 315.785.3101**

# Costs of Care



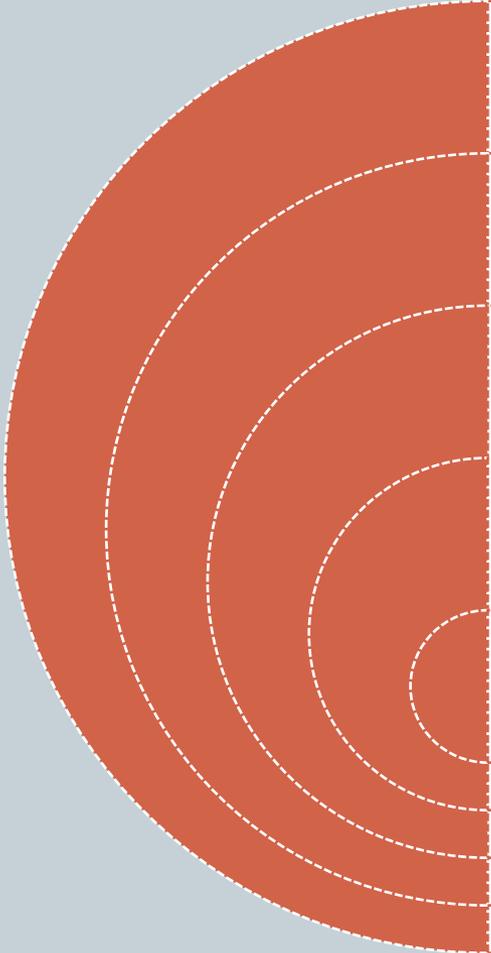
Inpatient Hospital • \$755/day

Psychiatric Hospital • \$437/day

Jail • \$129/day

Homeless Shelter • \$68/day

Supportive Housing • \$47/day



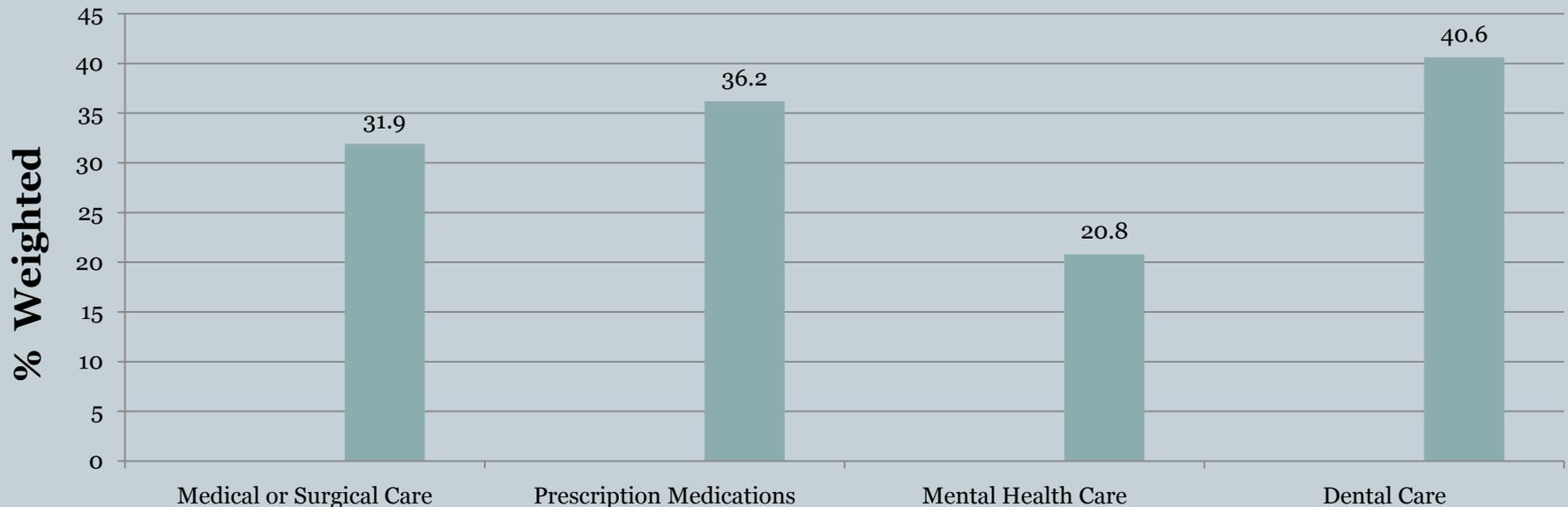
# Supportive Housing & Better Health Outcomes



## Supportive Housing

Housing coupled with appropriate individual-based services is designed to provide an integrated solution for both housing and healthcare needs.

### Unmet Healthcare Needs Among Homeless US Adults



*American Journal of Public Health, The Unmet Health Care Needs of Homeless Adults: A National Study, July 2011*

March 18, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Request for Abate – 909 Washington Street

Attached is a letter from Patti Hopkins 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.

Patti L. Hopkins  
909 Washington St.  
Watertown NY 13601



City Hall  
Attn: Ms. Sharon Addison, City Manager  
245 Washington St.  
Watertown NY 13601

RE: 909 Washington Street

Dear Ms. Addison,

Recently I was cited for having a snow covered sidewalk in front of my apartment house located at 909 Washington St. and I am writing to request that I be forgiven for the surcharge on the invoice I received.

In the Fall of 2013 a verbal agreement was made with the man who plows our parking lot at 909 to also clear the sidewalk on the Washington St. side of the property. I was not aware that the sidewalk was not being cleared as agreed to until I received a notice of violation from the City. By that time we had had a snowstorm followed by an ice storm which made shoveling or snow blowing the sidewalk impossible. The only choice I had was to ask the City to clear it and was subsequently billed for the work.

With consideration for the circumstances my husband and I were going through at that time and the fact that this is my one and only violation, may I please be relieved of the \$150.00 surcharge that was added to the invoice? Thank you, in advance, for your consideration of this matter.

Sincerely,

Patti L. Hopkins

CITY OF WATERTOWN  
INVOICE

Customer Id DPW00006752

Invoice Number 2014/40/0054929  
Invoice Date 3/11/2014  
Invoice Due Date 4/10/2014

HOPKINS PATTI  
909 WASHINGTON ST  
WATERTOWN NY 13601

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

Description: SNOW REMOVAL 909 WASHINGTON ST Prop Loc: 909 WASHINGTON ST



Muni/Sbl: 221800 11-0014-219.000

Service	Quantity	Unit	Unit Price	Amount
SNOW REMOVAL LABOR 2/25/2014	1.00		73.44	73.44 tx
DPW EQUIPMENT FEE	1.00		31.00	31.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				19.72

104.44  
8.09  
112.53

Total Amount Due 274.16

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

April 1, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Request for Abate – 731 Coffeen Street

Attached is a letter from Charles Schweinsberg 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.

Dear sir.

03/21/2014

I will explain why sidewalk was not shoveld at 731 Coffeen St. before city did.I have been in florida since Jan.1 14.Afer nottice I called my son.He immediatly went to shovel side walk was already done,My mail is foreward from Watertow to Palmentto Fl. Evident my recevng notice did not give me enough time. I would aprceate if you would or could cancel.code enforcment surcharge.I am 88 years old and badly handicaped. My wife 87 years old .She has a very bad heart problem heart valve leakage due to defective replaced valve 2 years ago. Hospital and doctor bills abound I did make a honest effort but failed because of poor mail delivery.

254 bellew Ave.

Watertown,N.y. 13601

Thank you,

Chuck Schweinsberg

Tel. 315-782-3788



CITY OF WATERTOWN  
INVOICE

Customer Id DPW00006722

Invoice Number 2014/40/0054827  
 Invoice Date 2/19/2014  
 Invoice Due Date 3/21/2014

SCHWEINSBERG CHARLES & G  
 Attn: RE: 731 COFFEEN ST  
 254 BELLEW AVE  
 WATERTOWN NY 13601

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

Description: SNOW ON WALKS 731 COFFEEN ST Prop Loc: 731 COFFEEN ST



Muni/Sbl: 221800 8-0009-126.000

Service	Quantity	Unit	Unit Price	Amount
12/13/14 CLEAR WALKS-LABOR	1.00		70.84	70.84 tx
DPW EQUIPMENT FEE	1.00		31.00	31.00 tx
TRAFFIC CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				19.52

*Handwritten:*  
 101.84  
 7.89  
 -----  
 109.73

Total Amount Due 271.36

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance

March 25, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Request for Crosswalks -- Samaritan Medical Center

The City of Watertown received a request for two crosswalks for pedestrians; one on Woodruff Street and one on Washington Street. Staff has discovered that a crosswalk on Woodruff Street is already in existence but was installed on a temporary basis only in July 2008 at the request of Robert Boyle of HBR during the Samaritan Medical Center Expansion Project.

Staff has consulted the Manual on Uniform Traffic Control Devices (MUTCD) and our existing traffic count data, and we have found that there does not appear to be sufficient pedestrian volume to meet the requirements for a signalized crosswalk on Washington Street. We have advised Samaritan Medical Center that if they feel pedestrian volumes to the site are high enough to warrant a mid-block crossing, then we would need to analyze that data from an engineer they secure to perform the requisite traffic study.

April 2, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: City Tourism Fund

The City of Watertown allocated funding in the current fiscal year for the following organizations:

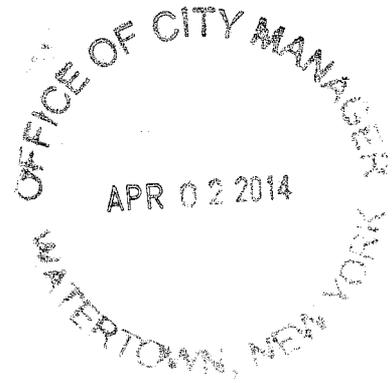
DPAO	\$ 5,000
Jefferson County Historical Society	\$12,500
Thousand Islands International Tourism Council	\$41,850

To date, we have received the attached requests from the Watertown Saturday Farmers' Market Association for \$1,000 and from the New York State Zoo at Thompson Park for \$28,200.

City Council may wish to consider these requests when appropriating the FY 2014-15 Tourism funds.

It is my recommendation that, given the current fiscal climate, we continue to cap publicity-related funding at \$60,000 for FY 2014-15.

Watertown Saturday Farmers' Market Association  
32401 State Route 126  
Carthage, NY 13619  
315-778-0470



March 26, 2014

Sharon Addison  
City Manager  
245 Washington St.  
Watertown, NY 13601

Dear Sharon:

The Watertown Saturday Farmers' Market has been in operation since 1990. Our mission has been to provide locally grown vegetables, fruits, meats and baked goods to our community. Unlike other markets in the area, we do not receive funding from a sponsor organization or chamber of commerce. We are writing to ask for your advocacy in a request for a \$1,000 grant from Watertown's allocation of bed tax revenues for marketing and advertizing the Saturday Farmers' Market in the coming season.

In 2014, the market has 12 members. This group represents the core of local growers and producers but is too small a group to self-fund a meaningful advertizing program. The grant funds would be used for improved signage and the most cost effective media publicity generation possible – on-line, free public awareness resources, etc.

We did not have a market manager last year, a primary function of which would have been promotional activities. The market operated at a small deficit; its most significant expenses being rent to the City and insurances. We will hire a manager in 2014 and Watertown's provision of grant funding for advertizing will allow us to provide the manager with the resources to carry out a successful advertizing campaign.

We feel that you should view the market as an important resource to be supported for several reasons:

- It is the only local grower/producer market in the area. By excluding dealers who buy product elsewhere and sell at the market as competitors to local farmers, we are better promoting local farming and helping to sustain local farmers. We feel that local farmer control provides a quality distinction unavailable with imported products.

- The market provides convenient access to high quality local produce for the residents of the downtown area, many of whom are older and less mobile or able to travel to other markets.
- The Saturday Farmer's Market is a very significant JB Wise Pavilion tenant, providing the City with \$1,100 in 2014 rent.
- The market is a destination draw for people of the community and for visitors to Watertown. It brings traffic to the downtown area on Saturday, a shopping day that challenges downtown merchants who do not have the weekday workforce to rely on for business.
- It provides an interesting focal point and connection to lead pedestrian traffic from the Square to the Black River Waterfront, a current development focus for the City.
- Farmers markets across the country are hailed as urban economic development engines. With development, the market and the traffic that it generates could aid in the revitalization of the many vacant storefronts on the JB Wise side of downtown buildings.

Watertown's downtown is busily developing more rental apartments. For these to be desirable and for stable, high-quality occupancy, the downtown area needs to deepen and broaden those features of a city-center neighborhood that define a superior quality of life. The Saturday Farmers' Market is a component that, along with restaurants, entertainment, arts and culture will help advance a more vibrant full-time downtown economy.

We would welcome an opportunity to meet with you to discuss this request or other aspects of our plans for the market, at your convenience.

Thank you.

Sincerely,

Watertown Saturday Farmers' Market Association

*Bed Tax  
Request*



**NEW YORK STATE**  
**ZOO**  
**AT**  
**THOMPSON PARK**

2014 Marketing Proposal for  
Advertising  
New Animal Acquisitions

## **2014 New Animal Acquisitions Marketing Campaign**

*Submitted March 2014*

### **Purpose:**

The goal of this campaign is to generate awareness of the NYS Zoo at Thompson Park's new animal acquisitions. The campaign will target the Northern New York geographic area to expand understanding of the zoo's animal collection while simultaneously branding the Zoo's mission and managing visitor expectations. A variety of mediums will be utilized to attract new visitors and new members.

### **Time Frame:**

May 2014 through September 2014

### **Current Status:**

The New York State Zoo is a hidden treasure with too few people aware of its existence in Watertown's historical Thompson Park. Over the past few years of extremely small marketing budgets, the NYS Zoo at Thompson Park has embraced numerous avenues of non-traditional marketing and relationship management to spread the word about the Zoo's existence and major events (Boo at the Zoo, Winter Wonderland, Zoom, and Bobcats, Bears, & Brews). With these efforts, combined with only a six month paid advertising campaign with Tunes 92.5, the Zoo currently hosts approximately 40,000 visitors through its gate each year. An additional 30,000 individuals are reached through educational programs and off-site educational outreach programs.

This proposal for Watertown's Bed Tax Funds aims at allowing the NYS Zoo at Thompson Park to create a more thorough, broad-scale media marketing campaign to advertise its existence and all it has to offer during a significant year where many new animals will be joining our Northern New York Community. If granted additional advertising marketing funds, The NYS Zoo at Thompson Park will continue to utilize all of the creative and free marketing tactics it has developed over the past few years, but would greatly benefit from and appreciate additional marketing funds, allowing a mass marketing campaign to run on various traditional mediums, with the intent to inform the local population about the expanding animal collection residing at the Zoo.

The NYS Zoo at Thompson Park is presently utilizing its full 2014 marketing budget (approximately \$7,000) to promote specific large-scale events throughout the year, in addition to the creation and distribution of a tri-fold brochure. Current event advertising money is graciously leveraged by each of the local media groups that the NYS Zoo conducts business with via non-profit discounts.

**Goal of Campaign:**

The primary goal of this campaign is to produce a measurable boost in attendance to the NYS Zoo at Thompson Park by increasing public awareness of the zoo's expanding animal collection. 2014 will see the addition of several new Zoo "residents" including two new American Black Bear, two new River Otter pups, a new Bobcat kitten, and a new litter of Gray Wolf pups. Not only does the Zoo need people to be conscious of what animals they will see, but also create a general understanding on a variety of youth-oriented educational programs offered throughout the summer months.

**Key Points:**

- Fort Drum presents us with a unique transient population which would be fruitful to target as much of this population has young families.
- We also need to be sure our local families are aware of our continued existence as they raise their own families.
- Geographically, a tri-county general awareness campaign will invite people from other local communities to come to the NYS Zoo at Thompson Park within Watertown where they will presumably spend additional funds.
- Our tri-county brochure campaign will target local tourist locations, giving people more options of what to do within Watertown, while in the NNY area on vacation (ie: Summer tourists in Alexandria Bay will now also know to come into Watertown to go to the NYS Zoo at Thompson Park).

## Marketing Campaign Tactics and Costs

	<i>Quantity Description for 5 months (May-Sep)</i>	<i>Total Cost</i>
<b>TELEVISION</b>		
WWTI-50(ABC) and CW-14	750 ads	\$ 5,000
Time Warner Cable: YNN, ABC Family, Nickelodeon, Animal Planet, etc	1,500 ads	\$ 2,000
<b>RADIO</b>		
Community Broadcasters: Border 106.7, Magic 103.1, Eagle 100.7	480 ads plus their own on-site promotions	\$ 5,000
Stephens Media Group: Froggy 97, Z93	720 ads plus event sponsorships	\$ 5,000
North Country Public Radio	50 underwriting ads	\$ 500
<b>PRINT</b>		
Watertown Daily Times / Mountaineer/ NNY Living	40+ print ads, plus insert	\$ 5,000
TI Sun	12+ print ads	\$ 800
<b>ONLINE</b>		
Newzjunky	consistently rotating banner	\$ 1,300
Local television, radio, print media websites purchased above	included in above costs	\$ -
<b>OUTDOOR</b>		
Billboards	5 display locations including production of 5 boards	\$ 3,600
		<b>TOTAL CAMPAIGN COST \$ 28,200</b>

Any additional marketing funds spent with local media groups beyond our normal event advertising will continue to be enhanced by their non-profit discounts. Plus, each of the media groups has promised us extra promotional opportunities as schedule enhancements for increased spending.

### **Production**

Creative/production for each medium will tie together with a unified campaign sharing information on what kind of animals and programs exist at the NYS Zoo at Thompson Park.

### **Campaign Tracking:**

Tracking the effectiveness of the various marketing tactics utilized is a critical component to our growth initiatives. The NYS Zoo at Thompson Park will offer formal member surveys once a year to inquire what marketing tactics influenced their zoo visitation decisions and program/event participation decisions. Guest service staff will also be trained and urged to casually ask day visitors how they heard about the NYS Zoo at Thompson Park, with behind the counter documentation. It is important to survey both members and visitors because they offer different viewpoints.

**Forecast:**

With the addition of these new advertising mediums and (as a direct result) an increased public understanding of what the New York State Zoo has to offer, we expect a measurable growth of 15% (or 6,000 more heads through the gate). This would bring the Zoo's total reach to 98,000 people in the Upstate New York area. As an added bonus, an increase in Zoo attendance will be directly tied to an increase in foot traffic in Thompson Park and the public utilization of all that the Park has to offer (nature trails, playground, picnic areas, and pool).

April 2, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Community Action Planning Council of Jefferson County

We have received the attached request from the Community Action Planning Council (CAPC) to increase their Public Benefit Service Agreement from \$53,000 in the current budget year to \$55,000 for the next fiscal year.

City Council may wish to consider this increase, but it is my recommendation that we appropriate \$47,700 for FY 2014-15, which is commensurate with the 10% cut being levied against most budget lines.



**COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.**

*Celebrating our history. Building our future.*

March 27, 2014

Ms. Sharon Addison  
City Manager  
City of Watertown  
Watertown Municipal Building  
245 Washington Street  
Watertown, NY 13601

Re: 2014 Community Action Planning Council City Budget Request

Dear Sharon:

Community Action Planning Council of Jefferson County, Inc. is submitting a request to you for the 2014-2015 City of Watertown Appropriation for a total of **\$55,000**. The Appropriation will be used for local support of our programs serving City residents. These funds also leverage state and federal funds for program services. The City of Watertown has appropriated funding to this agency since 1966 when Community Action Planning Council was incorporated and designated as the official anti-poverty agency, in accordance with the Economic Opportunity Act of 1964. Community Action is so appreciative of the City's unwavering support over these exciting times. We are celebrating our 50<sup>th</sup> Anniversary this year and hope you will be able to join us in our community events, since the City has been such an integral part of our history and will continue to be so in our future.

We request that you consider an increase of \$3,000 in our funding at this time to allow us to continue quality services with a shortfall in our annual budget. This coming year, our total annual budget is forecasted at \$5,318,415. This is a decrease of \$495,973 from last year.

In addition, our funding sources require us to raise 25% Local match for our Head Start and Community Block Grant Contracts. This totals approximately \$623,000.

Attached is a copy of the 2013 Annual Report Summary for your information. During the last fiscal year, our agency provided services to 10,259 unduplicated individuals. 50% of these people were employed at least part time. As more and more of our local families transition from welfare to work, they become what we have termed as "underemployed"; losing services such as SNAP (food stamps), child care assistance and medical coverage, while receiving little or no fringe

benefit from their employers. These same people are turning to the non-profit human service agencies for assistance and education. We continue to seek out collaborations with other agencies to maximize community resources.

Community Action Planning Council currently employs 150 people with an annual payroll of **\$3,037,182**. Our administrative costs remain low at 13%. In 2013 we were able to bring to Jefferson County \$29.00 of federal and state funding for each \$1 of local City and County appropriation. Our 2012-2013 Audit was just completed and a copy of it was forwarded to you under separate cover. This was the third consecutive year that there were no findings.

Local government continues to play a key role in Community Action Planning Council's operations through Board membership, financial support, and community projects. We very much appreciate the continued support of the City of Watertown for Community Action Planning Council services. We continue to be committed to providing quality services to the people in our community and work to strengthen and enhance our public/private partnerships.

Please find attached our Summary of Services, Fiscal Year 2013 Annual Report Summary, and our 2013 Results/Outcomes Report.

If you have any questions regarding our request or agency programs, please do not hesitate to contact us.

Sincerely,

Melinda Gault  
Executive Director

Cc: Peter Clough  
Board President of  
Community Action Planning Council



## COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

*Celebrating our history. Building our future.*

### COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

#### FISCAL YEAR 2013 OUTCOMES:

The following represents the outcomes achieved with the families and individuals Community Action Planning Council worked with through all agency programs in FY 2013, organized by national goals established in our agency work plan, and as reported to the Governor of New York State through the Department of State.

#### **GOAL 1: Low-Income People Become More Self-Sufficient**

- 980 taxpayers received assistance from trained and certified Tax Counselors. Several households experienced an increase in income as a result of tax credits, resulting in a total refund amount of \$916,508.
- 8 disadvantaged youth were provided work experience and/or improved work-ethic skills.
- 367 children were placed in day care to allow parents to seek employment and pursue educational opportunities.
- 58 children accessed medical and dental services and completed treatment as a result of our health screenings in the Head Start and Pre-K programs.
- 6 children accessed mental health services and are participating treatment as a result of our health screenings in the Head Start and Pre-K programs.
- 33 individuals completed vocational education and earned a certificate and/or a diploma in their chosen field of study.
- 21 out of these 33 Graduates obtained sustainable wage employment in their field
- 43 individuals received financial assistance to address barriers to continuing education and/or maintaining employment.

#### **GOAL 2: The Conditions in Which Low-income People Live Are Improved.**

- 112 new quality day care slots were created.
- 345 Head Start and Pre-K children were developmentally ready when entering kindergarten.
- 1,715 children were served nutritious meals from home child care providers who care for them and 120 providers submit claims through the Child and Adult Care Food Program.

### **GOAL 3: Low-income People Own a Stake in Their Community.**

- 675 Low-income community volunteers donated 8,890 volunteer hours to Community Action.
- The total of 1,194 community members donated 14,142 hours of their time giving back to the community through Community Action. They provided support in the food pantry, holiday projects clerical work, tax assistance and much more.

### **GOAL 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved.**

- 25 staff serve on other agency program advisory councils or Boards of Directors.
- Community Action collaborated with 38 other non-profit organizations in providing services to low income households. 20 partnerships were with other non-profit agencies, 9 were faith based agencies and 10 were for-profit businesses.
- 10 members of the low-income community participated in governance roles on the Head Start Policy Council or the Community Action Board of Directors.

### **GOAL 5: Agencies Increase Their Capacity to Achieve Results.**

- 117 Community Action Planning Council staff participated Strategic Planning Update, including progress toward goals.
- 104 Community Action staff attended program specific training.
- 14 Board Members received a training session regarding our Results Oriented Management and Accountability (ROMA) system from a New York State Community Action Association Trainer.
- 16 Senior Leadership and key staff increased their knowledge of ROMA at a full day training.
- 93 line staff received a 3 hour training on ROMA and how it is integrated into our agency work plan
- 12 individuals achieved a Child Development Associate Credential in the past fiscal year.
- 1 middle management staff member attended the Jefferson Leadership Institute (JLI) as part of our Succession Plan.

### **GOAL 6: Low-income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Systems.**

- 1,388 unduplicated families in crisis had their emergency food needs ameliorated.
- 110 unduplicated families in crisis had their emergency housing and/or utility needs ameliorated.
- CAPC Food Pantry provided 10,128 boxes of food to families and children.
- 1,328 Seniors received food assistance
- 18 individuals accessed remedies/enforcing rights through the legal or criminal justice systems through access to the Fair Housing Office.
- 315 families received services based on the Family Development model; 177 of these families successfully completed a minimum of one goal to increase self-sufficiency and/or improve their quality of life.
- 624 individuals demonstrated increased knowledge and appropriate care for children through our Jefferson-Lewis Child Care Program Early Childhood training programs.

- 45 newly sponsored Family Day Care Providers demonstrated increased knowledge of nutrition and meal preparation for children through our CACFP Program.
- 966 families were assisted to obtain or recertify for Food Stamp benefits.
- 92 families realized a reduction in energy burden since receiving Weatherization Services.
- 454 children on average participated on a daily basis in the Summer Food Service Program, helping to lower their families' food bill during the summer months.
- 286 winter coats, hats and mittens were distributed to children.
- Holiday Gifts were distributed to 2,636 children with support from agency partners.
- A Senior Social Club is sponsored each Wednesday of the week where Seniors can gather together and also enjoy a meal delivered from the Office of the Aging.



**COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.**

*Celebrating our history. Building our future.*

**COMMUNITY ACTION PLANNING COUNCIL  
OF JEFFERSON COUNTY, INC.**

**FISCAL YEAR 2013 ANNUAL REPORT SUMMARY  
OCTOBER 1, 2012 – SEPTEMBER 30, 2013**

**COMMUNITY ACTION PLANNING COUNCIL MISSION:**

**THE COMMUNITY ACTION PLANNING COUNCIL ASSISTS, SUPPORTS AND EMPOWERS PEOPLE THROUGH DIVERSE PROGRAMS DESIGNED TO ALLEVIATE POVERTY, PROMOTE SELF-SUFFICIENCY, AND ADVANCE COMMUNITY PROSPERITY**

**Community Action Network:**

Community Action Planning Council of Jefferson County, Inc. (CAPC) is a private non-profit, multi-service agency serving the citizens of Jefferson County since 1966. Through the coordination of a variety of funding sources, Community Action Planning Council develops programs and services to meet local needs, including early childhood education, child care resources, housing and energy programs and a wide range of family services.

The Community Action Planning Council is one of 50 Community Action Agencies in New York State and one of 1,100 nationwide. Community Action was born out of the Equal Opportunity Act of 1964, initiated by President John F. Kennedy and brought to fruition by President Lyndon B. Johnson.

All Community Action Agencies are founded on a common purpose: to support low-income families and individuals as they develop their own abilities to become self-supporting and sustain self-reliance. Providing opportunities to move people out of poverty is the framework upon which all Community Action Agencies are built.

**Local Governance:**

Community Action Planning Council is governed by a Board of Directors comprised of 21 people who equally represent three sectors of the community:

- 1) the low-income sector (which includes recipients of community services)
- 2) the public sector (elected public officials or their appointees)
- 3) the private sector (representing business, education, medical, legal fields, etc)

The diverse mix of board members gives us a perspective which transcends any one income, educational, or social level. It is extremely important that we receive input from the people receiving services as an indicator of our performance in service delivery and outcomes, as well as planning for our future.

### **Community Volunteerism**

Community Action Agencies are effective in recruiting and maintaining a solid volunteer base. **During Fiscal year 2013, a total of 1,194 individuals donated 12,888 volunteer hours** to Community Action Planning Council. This amounts to a significant amount of time and effort by the community and we could not carry out our mission without them. They are truly appreciated.

### **Operations:**

We currently employ 150 staff, including substitute teacher aides for our Head Start and Pre-K programs.

### **Resources:**

Federal Resources	\$3,929,906
State Resources	\$1,193,207
Local Resources	\$232,230
Private Resources	\$237,283
CSBG Allocation	\$221,762
<b>Total – Agency Resources</b>	<b>\$5,814,388</b>

### **Profile of People Served by CAPC in FY 2013:**

Community Action Planning Council served 10,259 unduplicated persons (4,153 families) over the last fiscal year. Unduplicated means that if a person or family receives more than one service or visits the agency more than once for any service, they are only counted once; thus the “Unduplicated” Count.

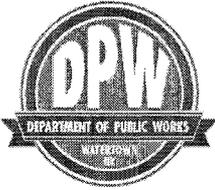
### ***Of the 10,259 individuals (4,153 households) served:***

- 49.5% of families served live in the City of Watertown
- 39% were children 17 years of age or younger
- 14% were age 55 + (Seniors)
- 18% were single parent families

- 18% were two parent households
- 29% were single persons
- 102 families and/or individuals were homeless
- 112 families reported they were living temporarily with friends, family or other arrangements
- 50% were employed; but still could not make ends meet
- 54% were a High School Graduate or had a GED
- 12% had no health insurance of any kind, including Medicaid
- 14% were military families
- **50% of the families we served this year were living at or below 100% of the Federal Poverty Guidelines. This is an increase of 8% from last year. The Guidelines then were \$11,490 for an individual and \$23,550 for a family of four.**

Most of the statistics above do not vary much from last year, which is one reason why we are restructuring our Family Center Services to meet a current need. We will be making a concerted effort to focus more on eliminating barriers of employment for jobs that earn a sustainable wage and benefits. This cannot be achieved alone. We will be seeking out collaborations with non-traditional partners in this endeavor such as health care, preventative drug and alcohol agencies, behavioral health, mental health, farmers, private businesses and more.

The War on Poverty is still raging, right here in our own City of Watertown. Community Action is committed to our mission and will collaborate with the City in any way we can to serve the underprivileged.

	<b>MEMORANDUM</b>	E.P. Hayes Superintendent
	<b>Dept. Public Works</b>	Date: 03-25-14 Ref: PW 018-14
<b>To:</b>	Sharon Addison, City Manager	
<b>Subject:</b>	Job Career Expo Bus Shuttle	

At the Regular Meeting of Monday, March 17, 2014 City Council authorized the request from the Greater Watertown Chamber of Commerce for a "special" bus service to be provided by the City in support of the Job Career Expo running from the Bruce Wright Conference Center to the Job Center located on Coffeen Street throughout the day.

It was assumed, provided with two unique locations in the original request, both of which were "Job" related, that there was a specific need to shuttle people back and forth from one location to the other. Hence the project scope as detailed in the job cost estimate presented to City Council.

Following notification to the Greater Watertown Chamber of Commerce that their request for bus service had been approved we were informed that there is in fact no event association with the Job Center and that it was identified simply because it is a stop along our regular CitiBus Coffeen Street route. Given this updated information we have reevaluated our regular route restrictions and feel that a more convenient service to our passengers, without a significant route disruption, would be achieved by performing a route deviation from Gaffney Drive and drop them directly at the Conference Center. The Coffeen Street bus route is designed around an 80 minute schedule with adequate leeway to incorporate this minor alteration.

Hence the purpose of this memorandum is to advise you of this service change and to let you know that the Greater Watertown Chamber of Commerce is aware of, and endorse this option.

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

*Gene*

Cc: James Mills, City Comptroller  
 Kathy Webster, Transit Supervisor  
 Peter Monaco, Assistant Superintendent of Public Works  
 DPW files: Job Career Expo Shuttle Service 2014



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

1869

DATE: 31 March, 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Palmer Street Reconstruction Options

Enclosed are the Pre-Design Rough Order of Magnitude (ROM) Estimates to perform the reconstruction of Palmer Street from the Emmett Street to Wealtha Avenue intersections as requested by the City Council.

**Assumptions:**

1. "Do Nothing"/Null and full reconstruction are deemed infeasible.
2. Property takings are completed. The costs are not included but takings will be a minimum 49.5' width to meet City Charter requirements.
3. While ROW costs are not included, the items normally provided by the developer are included in the project: property survey, preparation and filing of maps, street monumentation.
4. Water mains and sanitary sewers are excluded from the project.
5. Storm Sewer grades allowing 2.5 fps minimum velocity are achievable.
6. There will be no major or moderate cuts or fills, and constructed essentially along the existing alignment.
7. Design and construction inspection will be performed in-house.

**Discussion:**

It should be noted that these assumptions are used to provide options for "something less" than a full re-build option as was requested. Prior to proceeding with the project all of these assumptions should be fully vetted and verified by staff and the Council to ensure they are valid and the ramifications understood. Two of the larger policy issues are highlighted below.

The question pertaining to construction that needs to be asked and understood is, should the City acquire and rebuild a street but not extend and loop the water system or provide sanitary sewer where it currently does not exist? If a sanitary sewer is installed however, homeowners will be required to pay the cost to connect to the new sewer if not currently served by a city sewer.

The larger issue, is not related to construction, but still should be properly vetted, are the precedents that may be set for other private streets located throughout the City where ownership is known or unknown and the impact the current decisions may have on them.

**Estimates:**

The base scope of work for the reconstruction of Palmer Street includes, excavation of the existing road base, application of geogrid fabric, install road sub-base (12-14") for a street width of 28', apply asphalt binder and top, install storm sewer, and install street monuments.

The cost for a contractor to perform this scope of work is estimated to be \$570,000.

Assuming that the DPW workload could accommodate performing this work, the estimated cost for DPW to construct for "materials only" costs is estimated at \$230,000.

Given the residential nature of the site, sidewalks could be included in the scope to be located on the east and north side of the street. Full depth or pin on curb could also be included in the scope. If sidewalk and curbs are included in the scope each estimate would be increased to \$660,000 and \$300,000 respectively.

Cc. Ken Mix, Planning and Community Development Coordinator  
Gene Hayes, Department of Public Works Superintendent  
Jim Mills, City Comptroller



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

1869

DATE: 1 April, 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: WTP Dosing Station Dam Rehab Ph II

The second phase of the Dosing Station Rehab project is scheduled to be completed in the FY 14-15 budget year. Due to the nature of the project, the work must be done during low water conditions. This is normally between late July and late September.

The project design and permitting are completed and the project is ready to be advertised for bid.

In order to make the timeline to start in late July, the project will need to be bid and awarded prior to July 1<sup>st</sup>. Staff recommends proceeding with the bid process prior to the start of the fiscal year in order to meet the timeline.

There are provisions in the contract that limit the contractor to start work after July 1, 2014.

As this project is not in the adopted FY 2013-14 Capital Budget City Council would be asked to re-adopt the FY 2013-14 Capital Budget prior to the acceptance of the bid for this project and approval of a bond ordinance to finance the project. Debt service would still commence in FY 2015-16 as planned.

cc. Amy Pastuf, Purchasing Manager  
Mike Sligar, Superintendent of Water  
Jim Mills, City Comptroller

March 18, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sales Tax Revenue – February 2014

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to February 2014, the February 2014 sales tax revenue on an actual to actual basis is down \$84,658 or 7.29%. In comparison to the original budget projection for the month of February, sales tax is down \$142,005 or 11.66%.

The year-to-date actual receipts are down \$242,743 or 2.11% while the year-to-date receipts on a budget basis are down \$811,853 or 6.72%. Year-to-date sales tax revenue is at \$11,275,567.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2009-10, 2010-11, 2011-12 and 2012-13 have been included for historical perspective.

	<u>Actual 2009-10</u>	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Variance</u>	<u>% Inc/(Dec) to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,054,235	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,492,579	\$ 131,215	9.64%		
August	\$ 1,111,868	\$ 1,250,127	\$ 1,319,714	\$ 1,357,130	\$ 1,463,877	\$ 106,747	7.87%		
September	\$ 1,805,736	\$ 1,777,374	\$ 1,886,899	\$ 2,071,785	\$ 1,760,254	\$ (311,531)	-15.04%	(73,569)	-1.54%
October	\$ 1,081,394	\$ 1,147,531	\$ 1,215,879	\$ 1,301,624	\$ 1,584,174	\$ 282,550	21.71%		
November	\$ 1,056,203	\$ 1,203,035	\$ 1,207,881	\$ 1,274,589	\$ 1,116,784	\$ (157,805)	-12.38%		
December	\$ 1,606,018	\$ 1,681,408	\$ 1,897,409	\$ 1,714,672	\$ 1,543,425	\$ (171,247)	-9.99%	(46,502)	-1.08%
January	\$ 1,103,884	\$ 1,213,795	\$ 1,195,675	\$ 1,276,483	\$ 1,238,468	\$ (38,015)	-2.98%		
February	\$ 921,272	\$ 984,089	\$ 1,036,230	\$ 1,160,663	\$ 1,076,005	\$ (84,658)	-7.29%		
March	\$ 1,572,098	\$ 1,445,902	\$ 1,624,451	\$ 1,453,454	\$ -			(122,672)	-5.03%
April	\$ 1,121,188	\$ 1,190,708	\$ 1,217,913	\$ 1,293,493	\$ -				
May	\$ 1,079,512	\$ 1,164,270	\$ 1,224,057	\$ 1,373,513	\$ -				
June	\$ 1,709,687	\$ 1,654,800	\$ 2,029,525	\$ 1,609,032	\$ -			-	0.00%
YTD	<u>\$ 15,223,095</u>	<u>16,007,070</u>	<u>\$ 17,215,066</u>	<u>\$ 17,247,801</u>	<u>\$ 11,275,567</u>	<u>\$ (242,743)</u>	<u>-2.11%</u>		

Original Budget

	<u>2013-14</u>	<u>Actual 2013-14</u>	<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,428,628	\$ 1,492,579	\$ 63,952	4.48%		
August	\$ 1,424,184	\$ 1,463,877	\$ 39,692	2.79%		
September	\$ 2,174,150	\$ 1,760,254	\$ (413,896)	-19.04%	(310,253)	-6.17%
October	\$ 1,365,936	\$ 1,584,174	\$ 218,238	15.98%		
November	\$ 1,337,565	\$ 1,116,784	\$ (220,782)	-16.51%		
December	\$ 1,799,393	\$ 1,543,425	\$ (255,967)	-14.23%	(258,511)	-5.74%
January	\$ 1,339,552	\$ 1,238,468	\$ (101,084)	-7.55%		
February	\$ 1,218,010	\$ 1,076,005	\$ (142,005)	-11.66%		
March	\$ 1,525,268	\$ -			(243,089)	-9.50%
April	\$ 1,357,403	\$ -				
May	\$ 1,441,377	\$ -				
June	\$ 1,688,534	\$ -			-	0.00%
YTD	<u>\$ 18,100,000</u>	<u>\$ 11,275,567</u>	<u>\$ (811,853)</u>	<u>-6.72%</u>		

Total Budget

\$ 18,100,000



## Tree Watertown

1145 Boyd Street, Watertown, New York 13601

Phone – (315) 785-6850

March 28, 2014

The Honorable Mayor and City Council  
City of Watertown, New York

### **Re: Emerald Ash Borer Management Plan**

Dear Council Members:

As the City Council may be aware, the Emerald Ash Borer (EAB) is a non-native, invasive, wood-boring pest that has been destroying millions of ash trees across the Midwest and northeast over the course of the last 15 years. EAB was first discovered in Michigan in the late 1990's and has been working its way toward our area since that time. When it finally arrives, the EAB will cause the destruction of hundreds of street and park trees throughout the City.

In order to properly plan for and mitigate the effects of the EAB, Tree Watertown, the City's Street Tree Advisory Board, has been drafting the enclosed **Emerald Ash Borer Management Plan**. The impetus for writing the plan was not only the impending EAB threat, but recent inquiries by the City Council and numerous discussions at Tree Watertown meetings during the last few years.

By drafting the plan, Tree Watertown hopes to outline proposed policies and procedures that the City can use for dealing with the destructive effects of the EAB. We feel that this draft plan will enable the City to take a proactive approach in dealing with the EAB and will allow any future costs associated with it to be spread over time.

Since there are many unknowns about the EAB, such as when it will arrive and how long it will take to spread throughout the City, this plan not intended to commit the City Council to any particular course of action or specific funding levels. The plan is primarily intended to inform the Council and community about the EAB, provide a road map for dealing with it, and to estimate future costs.

We hope that you will find this information informative. If you have any questions, please contact me or another member of Tree Watertown at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "William Christopherson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

William Christopherson  
Landscape Architect  
Chairman, Tree Watertown

cc: Sharon Addison, City Manager  
Michael A. Lumbis, Planner  
Tree Watertown Members

# **City of Watertown Emerald Ash Borer Management Plan (Draft)**

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**Prepared by Tree Watertown,  
the City's Street Tree Advisory Board**



**March 28, 2014**

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## Purpose and Plan History

By drafting this Emerald Ash Borer Management Plan, Tree Watertown hopes to outline policies and procedures that the City of Watertown may potentially use for dealing with the destructive effects of the Emerald Ash Borer (EAB) on our urban forest. The EAB is a non-native wood-boring pest of North American ash trees that will soon cause the destruction of hundreds of trees City wide. This will not only have a profound impact on home values, quality of life and the environment; it will also impact future budgets as well as staff time. Tree Watertown, the City's Street Tree Advisory Board, has prepared this plan over the course of the last three years. The impetus for writing the plan was based on the impending EAB threat, inquiries by the City Council in 2012 and numerous discussions at Tree Watertown meetings during the last few years. This draft plan will enable the City to take a proactive approach in dealing with the negative effects of the EAB and will allow the City Council to spread future costs associated with it over time, while minimizing the impact of the tree loss.

Since there are many unknowns about the EAB, such as when it will arrive and how long it will take to spread throughout the City, this plan is by no means intended to commit the City Council to any particular course of action or specific funding levels for tree replacements, treatments, etc. The plan is primarily intended to inform the City Council and community about the EAB, to provide a road map for dealing with it and to estimate future costs.

## Scope and Applicability

This plan deals primarily with City owned ash trees located within city street rights-of-way and parks. Although much of the technical information in this plan is also applicable to privately owned trees, Tree Watertown intends to develop a plan to inform, educate and support citizens who have ash trees on their private property.

## Administration

The plan will be administered by the Planning Office in conjunction with the Department of Public Works (DPW) and Tree Watertown.

## What is EAB?

Emerald Ash Borer, *Agrilus planipennis* (Fairmaire), or EAB, is a non-native wood-boring pest of North American ash trees. This devastating pest was first found in 2002 in North America where it was discovered in southeastern Michigan and adjacent areas in Windsor, Ontario, Canada. It is thought to have



been introduced in the 1990's on solid wood packing material originating from Asia. This extremely destructive beetle poses an enormous threat to all of North America's rural and urban ash resources. Unlike many other wood boring beetles, EAB aggressively kills stressed and healthy ash trees; most dying within two to three years of becoming infested. Currently, EAB has no known natural enemies in North America, no effective control options over the forested landscape, and only a few options for protecting individual, high-value specimen trees. If EAB is not contained or its population growth and spread are not slowed, this pest will continue to infest and kill all species of trees in the genus *Fraxinus* (ash). The impact on ash in North America has been compared to the effects of chestnut blight and Dutch elm disease, which devastated rural and urban forests in the 20<sup>th</sup> century.

The insect exists in two mobile forms: the adults are a 3/8 to 5/8 inch fly with metallic green wing covers and a red or purple abdomen; the larvae are white with a segmented, worm-like body and can reach lengths of 2.5 inches—they live under the ash bark and are unlikely to be spotted unless the tree is destroyed. The presence of larvae in an ash will often result in increased woodpecker activity.



### **EAB in New York State**

EAB has been present in New York State since the summer of 2009 at the latest. Much of the western, central, and eastern portions of the state are under quarantine to prevent the human-assisted spread of the insect. This quarantine places legal limits on the transportation of ash trees, ash wood products, and firewood of any species. There is a statewide ban on the transportation of firewood more than 50 miles from its source. Despite the fact that Jefferson County has not been designated a quarantine zone by State of New York authorities, EAB is very close. It has been identified in eastern Ontario, just across the St. Lawrence River. See Appendix A for a copy of the DEC's current quarantine area map for New York State.

### **EAB in Jefferson County and the City of Watertown**

In addition to the quarantine areas mentioned above, EAB is also present in Mallorytown, Ontario a community along the St. Lawrence River just downriver from Alexandria Bay, NY – only 35 miles from Watertown, as the crow flies. There is a pre-existing ban on the import of firewood from Canada (since 2008) and the adult EAB is not a strong flier. Although the presence of the EAB in Ontario is of great concern, the greatest threat to Jefferson County is through human transport, such as by moving firewood into area parks and campgrounds. EAB's arrival in Jefferson County should be considered imminent, if it has not already happened.

Watertown currently lies in a Third Management Response Area which is defined by the Department of Environmental Conservation (DEC) as those areas > 10 miles from an infested area. Based on the distance to the nearest infested area, Watertown is considered to be at the lowest risk of imminent infestation and barring additional human assisted spread, the City will likely have the most time to plan and prepare for EAB's arrival. DEC anticipates at least 5-10 years before EAB is detected in the Level 3 regions of the State. DEC's recommended actions for areas with this threat level consist of early detection surveying, public outreach and education, and planning for direct response when EAB is detected much closer to our community. See Appendix B for a copy of a map showing the EAB risk areas in NYS.

## **Ash Trees in New York State**

Ash is a very common street tree in many New York communities. It was widely planted to replace native elms lost to Dutch elm disease. In Michigan, the first infested state in the U.S., the greatest economic impact has been on communities faced with removal of thousands of dead ash on streets and in yards. Many of these dead trees pose significant public safety hazards and liability problems for municipalities.

Ash is also a common and important forest species. Ash seeds are a food source for birds and mammals. Ash species (white, green and black) comprise almost 8% of all trees in NY State. Ash is a commercially-valuable species, and is used for baseball bats, flooring, furniture, lumber, and pallet manufacture. Black ash is also prized by Native American tribes for traditional basket making. The estimated annual contribution of forest-based manufacturing and forest related recreation and tourism to the New York State economy is over \$9 billion.

## **Ash Tree Inventory in Watertown**

Although they do not dominate the Watertown landscape, ash trees are a fairly common street tree in the City, comprising about 8% of the total number of street and park trees. Street trees are defined as those trees located within the public right-of-way, most typically in the "margin" area in between the sidewalk and the edge of the road. Private trees are those trees located on private property, just behind the sidewalk or those located in side and rear yards.

While drafting this plan, it became immediately evident that an accurate accounting of the existing ash tree population would be needed to correctly assess existing conditions and plan a methodology for addressing the imminent arrival of the EAB. As a starting point, committee members reviewed the City's existing street tree inventory. The existing inventory, completed in 1999, has been kept up to date in terms of the physical tree locations, but it contains diameter measurements that are outdated. For example, a 2" tree planted in 2003 was still listed in the inventory as 2", but it is likely to be in the range of at least 8"-10" in 2013. This is a significant

difference as we begin to analyze any required maintenance or removal as shown by the intended plan. It was therefore decided to update the inventory to reflect the current stock of ash trees in the city. This required re-measuring and re-assessing the health of known ash trees on city property, as well as locating and assessing any ash trees on private property that may pose a hazard to the public.

The inventory of the existing ash trees began in May 2011 and was conducted by Master Gardeners from Cornell Cooperative Extension, under the leadership of Susan Gwise, Horticultural Educator, and members of Tree Watertown. The inventory was completed in December of 2011. The survey was fairly general in nature and included confirming the presence of an ash tree on a particular site, measuring the new diameter at breast height (DBH) in inches and assessing the overall condition of the tree.

The results of the survey indicate that there are approximately 406 known ash trees on City owned property. This includes 270 trees within street rights-of-way and 136 park trees. Sizes of the ash trees vary from as small as 2" up to 40" in diameter. However, the average diameter of the ash trees surveyed was 8". This relatively small average size is due to the fact that American Elm, Sugar Maple, Norway Maple and Silver Maple dominated the City's urban forest for decades prior to the ice storms and microburst of the 1990's. It wasn't until after these storms that the City's plant palette became more diversified and ash trees were planted in larger numbers. Most of the ash trees planted in the City were planted as 2" saplings between 1997 and 2006 and have obviously not had time to grow into large full grown trees.



In addition to the 406 City owned ash trees, the survey identified 207 privately owned ash trees located just behind the sidewalk. The average diameter of the privately owned ash trees is 9", with a diameter range of 2" to 40". See Appendix C for a copy of a map showing the approximate locations of all of the known ash trees throughout the City.

The following table shows a summary of the ash inventory by various size classifications as of December 2011:

Tree Diameter at Breast Height (In Inches)	City Owned Ash Trees Street and Park Trees	Privately Owned Ash Trees Near City Property
2" to 6" DBH	138	54
7" to 12" DBH	253	125
Greater than 12" DBH	15	28
Total	406	207

The survey depicts a fairly accurate accounting of the existing ash trees within the street right-of-way and areas along the street between the sidewalk and the house fronts. What is unclear is the number of ash trees located in side and rear yards around resident's homes as well as the number of ash trees in forested areas of City owned property. While these trees will not significantly affect the scope of the City's tree removal efforts, they will have an effect on certain property owners as well as the overall forest health of the City's wooded areas. The full inventory is available from the City Planning Office.

## Monitoring

Local ash trees have been and will continue to be observed periodically for signs of EAB infestation, including characteristic D-shaped exit holes, wilting or discolored foliage, growth of new shoots on the lower portion of the trunk and increased woodpecker activity. Dead ash trees should have their bark stripped and be examined for the presence of EAB galleries.

If and when EAB is discovered in the Watertown area, a significant increase in attention from State and Federal authorities can be expected. The City will work in cooperation with the NYS DEC and the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) to control the spread and effects of EAB.

## Education and Outreach

Tree Watertown, in conjunction with the City, has already begun educational and outreach efforts regarding the Emerald Ash Borer. In 2008, Tree Watertown hosted an EAB seminar sponsored by the NYS Department of Agriculture and Markets (DAM) and the USDA APHIS. The seminar targeted local officials, public works personnel, arborists, tree care professionals and citizens and provided an introduction of the EAB to the local area. In 2011, Cornell Cooperative Extension in conjunction with their Master Gardeners and members of Tree Watertown participated in a statewide initiative to spread the word about the EAB. Purple ribbons and yellow identification tags were placed on select ash trees throughout the City with the hopes of identifying trees that will be threatened by the EAB and to direct people to sources of information about the EAB. A 2013 training session offered by Cornell Cooperative

Extension of Jefferson County and the NYS DEC was also attended by City Planning and DPW staff.

Future educational initiatives will be planned in conjunction with NYS DEC and Cornell Cooperative Extension and our staff will participate in these sessions. The City and Tree Watertown will also provide guidance to the public on contacting tree removal professionals in case they wish to treat or remove an ash tree on their property.

## **EAB Policy**

Tree Watertown is proposing that the City of Watertown's EAB Policy mirror that of the NYS DEC's Bureau of Private Land Services as outlined in their Emerald Ash Borer Management Response Plan. *That is, the City's goal in responding to EAB is to keep as many ash trees alive as possible, in as much of the City as possible, for as long as possible.* In order to do so, the City will adopt the concept of Slow Ash Mortality or SLAM. The SLAM approach involves the early detection, surveying and monitoring of the EAB along with employing appropriate control measures to reduce the pest's population, minimize the population's growth and limit its natural spread to adjacent areas. This approach will help to achieve a variety of benefits for the City including:

- Saving street and yard ash trees for as long as possible to provide continued benefits to homeowners and the City.
- Delay the time when ash street trees are killed by the EAB and become hazards requiring removals, costing the City and homeowners thousands of dollars.
- Allow time for researchers to develop better chemical and biological control measures to preserve ash trees.
- Allow the City to spread removal, disposal, treatment and replanting costs over the course of many years, minimizing impacts on its budget.

## **Proposed Plan**

Tree Watertown is proposing the following plan for City of Watertown. Once the Emerald Ash Borer has been positively identified in Jefferson County and/or the City of Watertown, the area will likely see a significant increase in attention from the NYS DEC, USDA APHIS, NYS DAM and Cornell to survey the area for EAB, monitor the outbreak, track EAB movement and expansion of infested areas and assess population changes, determine the extent of the infestation and provide continued monitoring and evaluation of the infestation. These

groups will also work with the City to help us manage the infestation and plan appropriate response measures.

**Survey and Detection.** For several years, the use of purple prism traps by DEC to detect new infestations of EAB has been utilized throughout the State, including Jefferson County and the City of Watertown. Once an initial EAB detection is confirmed in the area, the DEC, USDA APHIS and NYS DAM may begin an expanded survey to determine the limits of the infestation. The survey would include ground based visual inspections, inspection of high risk ash trees using bucket trucks, destructive sampling of symptomatic ash trees, aerial surveying and remote sensing. The City's role in the survey will be to provide our updated ash tree location and condition data, continue the monitoring of our own ash resources throughout the City and allow and possibly assist with the installation of additional purple prism traps for monitoring purposes.

**Reduce Known EAB Populations Through Tree Removals.** Once a City owned street tree becomes infested with the EAB, the City will remove and dispose of it, preferably prior to the emergence of the adult beetle and its flight season or after the adults have mated and laid their eggs on host trees. Emergence typically occurs in late May or early June, mating follows soon after with the flight season concluding by August. Proper removal and disposal protocols will be followed, as described in the "Removals and Disposal Protocols" section of this plan. Priority will be placed on removing larger diameter trees known to be infested around the perimeter of the delimited core as larger trees have a greater potential to harbor EAB larvae and will consequently produce more adults. With the exception of creating select trap trees or sentinel trees as described below or removing trees that are in decline, the City will not preemptively remove any healthy ash trees.

Although there is no exact way of knowing how quickly the EAB will spread throughout the City and the number of trees that will succumb per year, we are estimating that as many as 75-100 trees will require removal per year once the EAB infestation is fully established in the City. The ash mortality curve shown in Appendix D indicates relatively low rates of ash mortality during the first 5 years after the initial infestation. However, 4-5 years after establishment, ash mortality rises dramatically and all untreated ash trees will have to be removed from City owned property.

**Create Trap Trees.** In an effort to attract EAB adults and hold populations within a known infested area as long as possible, the DEC annually creates clusters of trap trees. The City will work with the DEC as appropriate to girdle, inspect and eventually remove trap trees, according to the most current research based protocols. In essence, the City would allow DEC to girdle select trees in an effort to attract and trap the EAB to prevent it from spreading quickly across the City and/or region. Girdled trees would be removed prior to the next flight season.

**Establish Sentinel Trees.** Similar to creating trap trees, sentinel trees are created by girdling select ash trees that are located just outside of a delimited infestation area. This is done to assess the effectiveness of previous efforts and to detect the spread of EAB outside of the core area. Sentinel trees are selected if they have attractive features to the EAB including a large diameter, open or edge grown and have a dominant canopy position. Since most of the City owned ash population is less than 12” in diameter, it is unlikely that this particular technique will be employed very often within the City limits. Nonetheless, the City will work with the DEC as appropriate in this regard.

**Removal and Disposal Protocols.** As noted above, preemptive removal of healthy ash trees will not be completed by the City and ash trees will only be removed once a City owned street tree becomes infested with the EAB. The City will remove and dispose of it following the procedures outlined below. With the exception of a removal required to protect against an imminent threat to life or property, removal of infested ash trees will only occur between October 1 and April 30. These timeframes will be prior to the emergence of the adult beetle in the spring and after the adults have mated and laid their eggs on host trees in the late summer.

The October 1 to April 30 time frame is also favorable with regard to the summer roosting patterns of the Indiana Brown Bat and the Northern Long Eared Bat. During this time period the bats are not likely to be roosting in the ash trees and the removal of them will not affect their habitat. The City should continue to consult with the United States Fish and Wildlife Service to ensure compliance with the Endangered Species Act.

An important aspect of reducing and slowing the spread of the EAB is properly managing the wood, brush and stump grindings generated by the removal of infested trees. In order to kill any EAB larvae present in ash trees that are removed, all wood and brush must be chipped to a maximum size of no more than 1” in two dimensions (two of the three measurements – length, width and depth – must be 1” or smaller). The City’s existing chipper, stump grinder and contracted grinding equipment will meet these requirements and will be utilized in our street tree removal operations.

Where practical, all processing of ash tree wood, including the branches, limbs, leaves, trunk, stump, etc. will occur on site at the time of removal. After chipping and grinding, the resulting wood material will be taken to either to the City’s abandoned quarry facility or another local facility for composting, recycling or reuse. In instances where larger pieces of wood are not able to be processed on site by our chipper, the wood will be transported to the City’s abandoned quarry facility where it will be ground with a large tub grinder to the size specifications noted above.

**Treatment.** As is noted above, EAB has no known natural enemies in North America and no effective control options over the forested landscape. However, there is a very effective

treatment option for protecting individual specimen trees or groupings of high value trees located in an urban environment. The product is the insecticide emamectin benzoate or Treeäge. This product is applied as a trunk injection and is nearly 100% effective in controlling the EAB. By administering the insecticide via a trunk injection, there is almost no exposure to the public or environment as would be the case with foliar sprays or soil drenches. Additionally, Treeäge has been proven effective for 2 to 3 years with one dose unlike other insecticide options that only last 1 year and are not nearly as effective.

There are a variety of other insecticides that purport to effectively control EAB through a variety of methods such as soil injections, soil drenches, trunk sprays, cover sprays and trunk injections. Most of them are only 50% effective and are not environmentally friendly. These other products are not recommended as part of any treatment option the City may consider or recommend to private property owners.

The cost of injecting ash trees with Treeäge, however, can be significant. At an approximate treatment cost of \$9 per diameter inch, an ongoing treatment program for all 406 of the City's ash trees is likely unsustainable.

Despite the cost associated with treatment, this plan does recommend the treatment of a total of sixty (60) specimen ash trees, spread out over the course of three years, to begin once the EAB is discovered in the City or is within 10 miles of the City.

These sixty trees would represent approximately 15% of the City's ash tree population. The plan would treat 20 trees per year over the course of three years. Assuming an effective treatment duration of 3 years, the plan would likely need to be repeated beginning in year four. Treatment costs are identified later in this plan. The location of the exact trees to be treated has yet to be determined, however, the locations to be selected will likely be a combination of high profile and strategically selected locations aimed at prolonging the tree canopy within a certain neighborhood or district.

An example of a high profile area that would be recommended for treatment would be in the 200 Block of Washington Street where ash trees line both sides of the street. The tree canopy in this area is important to the overall aesthetics of the corridor, is important for shading the farmer's market and is important since it is one of the busiest thoroughfares in the downtown area. Preserving the tree canopy and thus the character of the area would be a high priority.

Two examples of strategically selected locations that would be recommended for treatment would be the 100 Block of Flower Avenue West and the 200 Block of Francis Street. In these areas, ash trees tend to dominate the streetscape and the loss of all of them due to EAB would have a significant impact on the tree cover in the neighborhood. In fact, with the lack of

many other older trees of different species, the loss of the ash trees would leave these neighborhoods barren. The plan for treating trees in these types of neighborhoods would be to treat 2-3 trees per block which would partially preserve the tree canopy and allow the City to phase in the tree loss and associated impacts over time and give other replacement trees time to grow and reestablish.

There are many neighborhoods like these two examples throughout the City and the treatment program would be primarily aimed at preserving a portion of the tree canopy in them. There may also be a few older and larger “heritage” trees in some of the City’s park areas like Thompson Park, which could also be considered for treatment.

While treatment may seem like it is a battle that is never likely to be won, it does provide several options and benefits for the City. First, treating selected ash trees will prolong the life of the treated tree. That tree in turn will continue to provide the tangible benefits that trees provide such as shade, increased property values, stormwater absorption, etc. An 8” Green Ash tree, located near a single family residential home, provides a \$93 benefit per year according to the National Tree Benefit Calculator (<http://www.treebenefits.com/calculator/index.cfm>). These benefits include absorption and reduction of stormwater runoff which lowers demands on treatment systems. Shade provided by trees results in energy savings through lower cooling costs while tree canopies can slow down winds, thereby reducing the amount of heat lost from a home, resulting in lower heating bills. Trees can increase the curb appeal of properties and increase sale prices and property values. Trees absorb pollutants like ozone, nitrogen dioxide and sulfur dioxide through leaves and release oxygen through photosynthesis. In one year, an average 8” Green Ash tree will reduce atmospheric carbon by 189 pounds.

Secondly, prolonging the life of select ash trees gives scientists and researchers additional time to find and develop better biological and chemical protection and control measures. If a successful biological control is found, it may permanently save any ash trees that the City chooses to save during the interim. Finally, treatment costs are significantly less than removal costs and treating these trees can reduce overall costs. It will also provide the City additional time and will allow the City to better budget and prepare for future removal and replanting costs. This will enable the City to remove and replace trees on our schedule, rather than all at once.

As part of the proposed treatment plan, the City and Tree Watertown would make available to residents information on treatment options for privately owned trees. This could be done through mailings, having information available at City Hall and providing information on the City’s web site.

**Tree Replacement.** Tree replacement will obviously be needed as the EAB attacks and destroys street and park trees throughout the City. Planning for the EAB with regard to new tree plantings has been underway for the last several years. Beginning in 2007, the City suspended

the planting of all ash trees as part of annual tree planting efforts. Beginning in the fall of 2011 and continuing with subsequent tree planting projects, the City has implemented a policy to plant replacement trees in close proximity to existing ash trees wherever space allows giving the new trees a chance to start to grow prior to the removal of the ash. The new plantings will have several years to grow, lessening the impact of the eventual removals in the neighborhood. To date, the City and Tree Watertown have planted 49 new trees near existing ash tree at locations in several neighborhoods and parks throughout the City. All future tree planting projects should take a similar approach wherever possible so that new trees can be started prior to the removal of the ash trees.

There are a variety of funding sources that the City utilizes each year to fund our normal City wide tree planting efforts. For 2014, the tree planting funding that the City has available includes monies from the 2013-2014 City budget, a grant from the Watertown Rotary Club and potential grants from the Northern New York Community Foundation and the NYS DEC. These amounts can vary from year to year depending on amounts allocated in budgets and whether or not grant funding is available and/or awarded. The City, with help from its partners such as the NYSDEC, Tree Watertown, the Rotary Club, the Watertown City School District and the Northern New York Community Foundation, plants approximately 200 trees per year throughout the City (5 year average). One approach would be to replace the ash trees lost to the EAB through our normal planting program. This could work in isolated areas, but given the density of ash trees in some areas, the loss of all the trees in certain neighborhoods will have a significant impact on the streetscape and this plan therefore proposes an increase in the tree planting line item in the annual budget.

Assuming a minimum of a one for one replacement, a total of just over 340 new trees will have to be planted to replace those that are lost as a result of the infestation. (this number is less than the total number of ash trees because the trees proposed for treatment have been removed from the total) Once the EAB infestation is established in the City, we are estimating that after 4 years, all untreated ash trees will have been removed or will be infested and ready for removal. Although there is no exact way on knowing the number of trees that will succumb per year, we are estimating that 85 trees will require removal and replacement per year. This plan therefore recommends an increase in funding for 4 years, once the EAB arrives, for the planting of an additional 85 trees per year over normal levels. The costs for additional planting are identified below.

### **-Current Projected Costs**

The City of Watertown is fortunate in many ways in that our ash tree population is relatively small, comprising only 8% of the City's street tree population. Additionally, many of the ash trees have been planted in the last 15 years meaning that their average size is fairly small

and more manageable when it comes to potential removals. Regardless, the City will still be faced with the removal and the replanting of at least 340 street and park trees and the thousands of dollars in costs associated with it. The paragraphs below attempt to quantify the costs using the best data currently available.

The first costs to be incurred once the EAB arrives in this area will be for increased survey, monitoring and trapping costs along with costs to research, study and track the movement of the EAB the outbreak, etc. These costs will be incurred by State and Federal Agencies and the City's only cost will be very minor in nature. There may be some minimal costs associated with attending meetings and project coordination by the City Planning Office, but no major costs.

**Tree Removal.** The first cost will be associated with the removal of infested ash trees. These costs will primarily consist of Staff time; however, there will be miscellaneous costs for supplies and disposal associated with the removals. While not discounting the Staff and equipment costs associated with the removals, a majority of the removals could be completed by City crews during the winter or early spring months in between snow events, thereby limiting any direct cash outlay. Based on 2012 figures, the removal of 340 ash trees from the City will cost an estimated \$153,000 in labor, equipment and materials or \$38,250 per year over the course of 4 years. The removal will include cutting down the trees, chipping it as noted above and disposing of it at a local green waste disposal facility. The cost to remove each tree is \$450 and is broken down as follows:

Labor	\$240
Equipment	\$192
<u>Materials/Disposal</u>	<u>\$18</u>
Total per tree	\$450

The total annual cost of \$38,250 is based on the removal of approximately 85 trees per season. The removals would be completed during the late fall through early spring in between snow events. Removals would average approximately 6 per day or 30 per week and the total operation would take about 3 weeks.

**Tree Replacement.** The next costs will be associated with the replacement of the trees. For this estimate it was assumed that the City would hire a landscape contractor to complete the planting. The reason for hiring a contractor is primarily a function of time available to dedicate to the tree planting program. Our DPW crews do an excellent job with the annual tree planting program but can only afford to dedicate approximately 5-7 days of crew time in the spring to plant trees. This time allows us to prepare holes for the Rotary Club and to plant 90-100 trees.

Any tree planting above that amount begins to infringe upon other spring time activities, most notably lawn mowing. If the planting extends more than 5-7 days, crews can get quickly behind in mowing efforts and it is often difficult to catch up. This plan therefore proposes to hire a contractor for the replacement trees. Based on recent contractor tree planting figures, the replacement of 340 ash trees in the City will cost an estimated \$47,600. The cost to replant each tree is approximately \$140 and is broken down as follows:

Contractor Planting Cost	\$70
<u>Bare Root Tree Purchase</u>	<u>\$70</u>
Total per tree	\$140

Replacement costs may be able to be offset by as much as 50% if the City is successful in obtaining grant funding through the NYS Department of Environmental Conservation or other sources. The City has been successful with tree planting grants from DEC in the past and could definitely apply for additional funding in future grant rounds for replacement trees. The cost of the tree removals or our normal tree planting allocation could be used to meet the required match for the grant(s).

**Tree Injections (Treatment).** The final proposed cost of this plan will be associated with the treatment or injection of 60 ash trees with the insecticide emamectin benzoate or Treeäge. For this estimate, a price quote was obtained from a local contractor. The approximate price quoted for the treatment of an 8” diameter tree is \$9 per inch, or a total of \$72 per 8” tree. This assumes a minimum of 50 trees being treated. Since the average size of the City’s ash trees are 8” in diameter, the treatment of the 60 trees would cost about \$4,320 or \$1,440 per year for three years.

**Emerald Ash Borer Management Plan – Summary of Costs**

	Tree Removal	Tree Replacement	Tree Treatment	Total
In- Kind Labor	\$81,600	-	-	\$81,600.00
In Kind Equipment	\$65,280	-	-	\$65,280.00
Materials	\$6,120	\$23,800	-	\$29,920.00
Contracted	-	\$23,800	\$4,320	\$28,120.00
Total	\$153,000	\$47,600	\$4,320	
			<b>Grand Total</b>	<b>\$204,920.00</b>

Total In-Kind - \$146,880.00

Total Cash - \$58,040.00

## **-Summary**

Most experts believe that it is just a matter of time before the Emerald Ash Borer arrives in our area. When it does, there will be a significant impact on the City's street tree resources. As many as 406 known City owned street and park trees will be killed by the EAB. Although ash trees make up only 8% of the City's street and park tree population, the impact on certain neighborhoods lined with ash trees will be significant.

The plan outlined above proposes a proactive approach to dealing with and solving the EAB problem that the City will be facing. From new tree plantings near existing trees to injection treatments to removals and replacements, this plan offers a variety of options to deal with the impacts of the EAB and spreading the costs and impacts out over time.

As proposed above, the EAB infestation will cost the City a total of \$204,920. This includes \$146,880 in labor and equipment costs and \$58,040 for replacement trees, injection treatments and miscellaneous costs. The additional labor and equipment costs are not expected to have a large impact on the City's operation or budget as much of the removal work can be done over the course of the winter months during breaks in the winter weather. The actual cash costs that will affect the operating budget are anticipated to be spread out over four years, meaning the impact to the City's budget over that four year time period would be \$14,510 per year.

Since there are many unknowns about the EAB, such as when it will arrive and how long it will take to infest the City, this plan is not intended to commit the City Council to any particular funding levels for any specific fiscal year(s) at this point in time. The plan is intended to provide a blueprint for dealing with the effects of the EAB and to estimate proposed costs associated with implementing the plan. All proposed expenditures required to implement the plan for a given fiscal year will follow the standard budgeting process for ultimate approval by the City Council.

This draft plan, written by members of Tree Watertown, outlines a proactive, multi-faceted approach for dealing with the EAB. After additional discussions with the City Council, Tree Watertown and City DPW Staff, it can be modified accordingly to address different desired approaches or needs.

The arrival of the EAB will certainly bring challenges to the City in terms of Staff availability for tree removals and funding for replacement trees and treatments, but with a clear plan and goals, the City of Watertown will be able to meet the challenge and minimize the impact to our streets, neighborhoods and parks.

# **Appendix A**

DRAFT

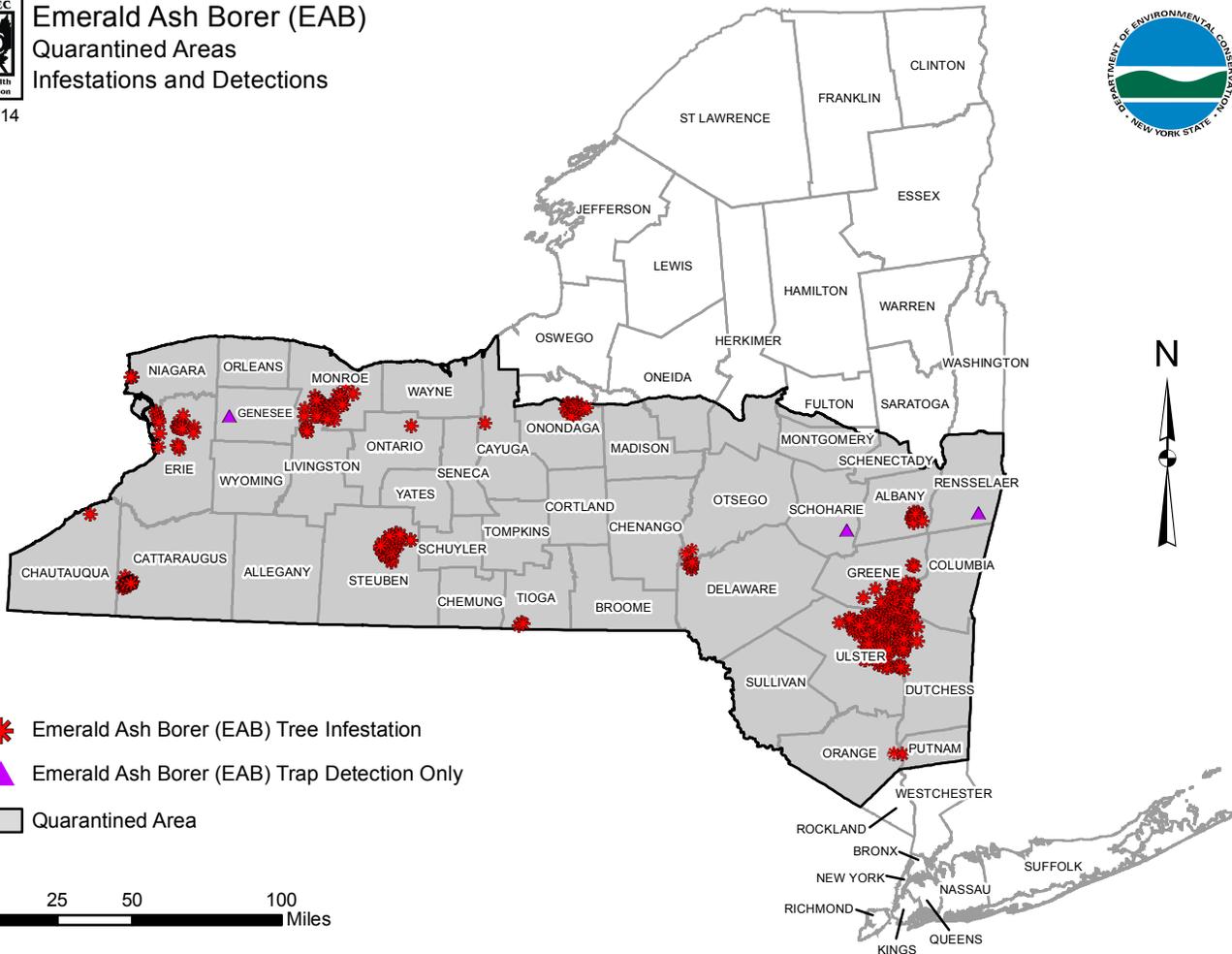


# Emerald Ash Borer (EAB)

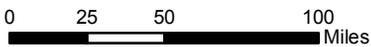
## Quarantined Areas

### Infestations and Detections

03/11/14



-  Emerald Ash Borer (EAB) Tree Infestation
-  Emerald Ash Borer (EAB) Trap Detection Only
-  Quarantined Area



## **Appendix B**

DRAFT



# **Emerald Ash Borer (EAB) Management Response Plan 2013**

Bath, Bethlehem, Greater Buffalo, Greater Rochester, Lewiston/Welland, Livingstonville, Mallorytown, Manchester, Mid-Hudson, Montezuma, Nichols, Pembroke, Randolph, Syracuse, Stephentown, Unadilla, West Point

Last Updated 10/23/2013

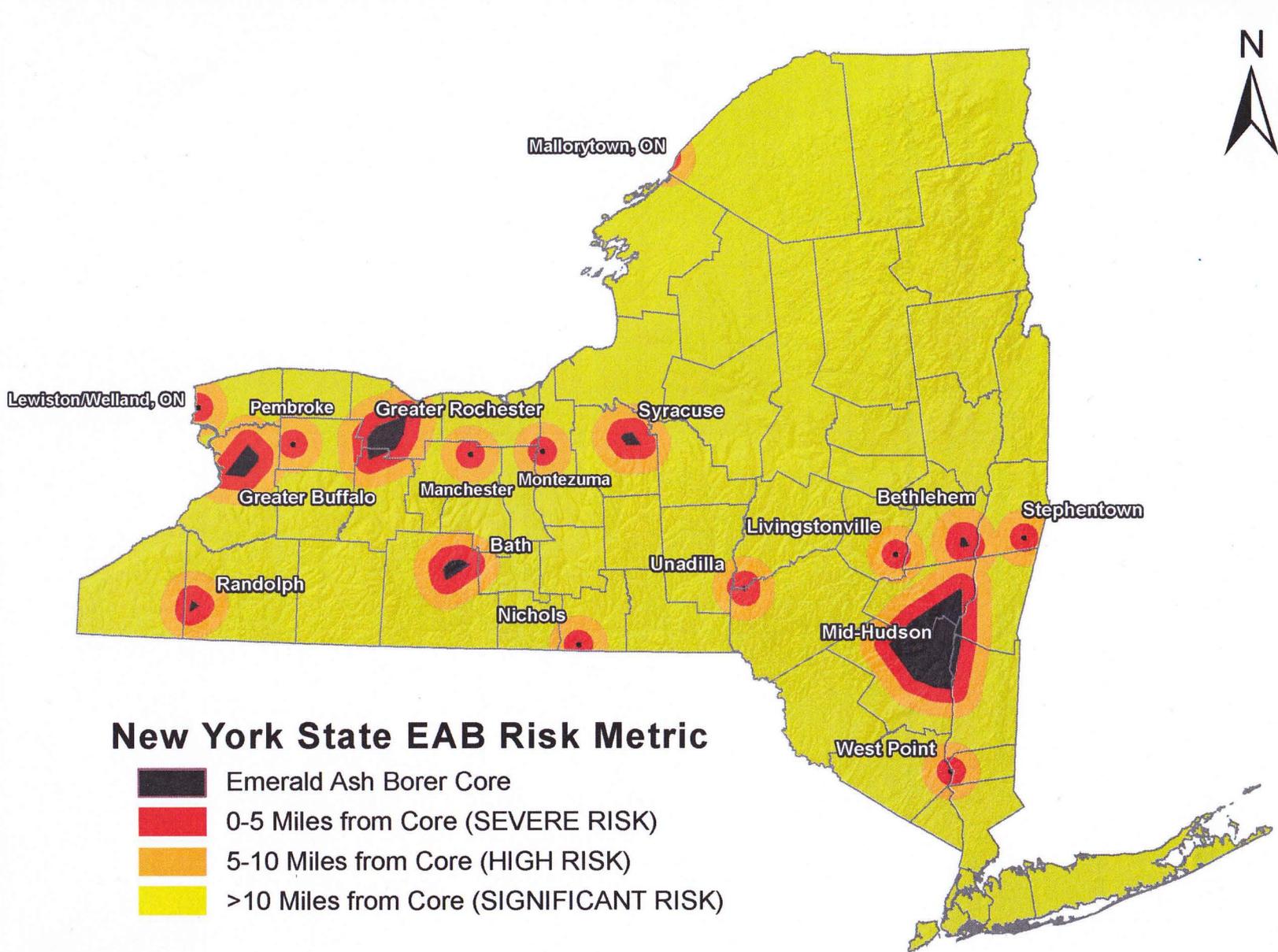
## **RESPONSE PLAN**

**R I S K**

**B o r e r**

**A s h**

**E m e r a l d**

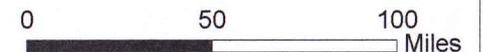


### **New York State EAB Risk Metric**

-  Emerald Ash Borer Core
-  0-5 Miles from Core (SEVERE RISK)
-  5-10 Miles from Core (HIGH RISK)
-  >10 Miles from Core (SIGNIFICANT RISK)

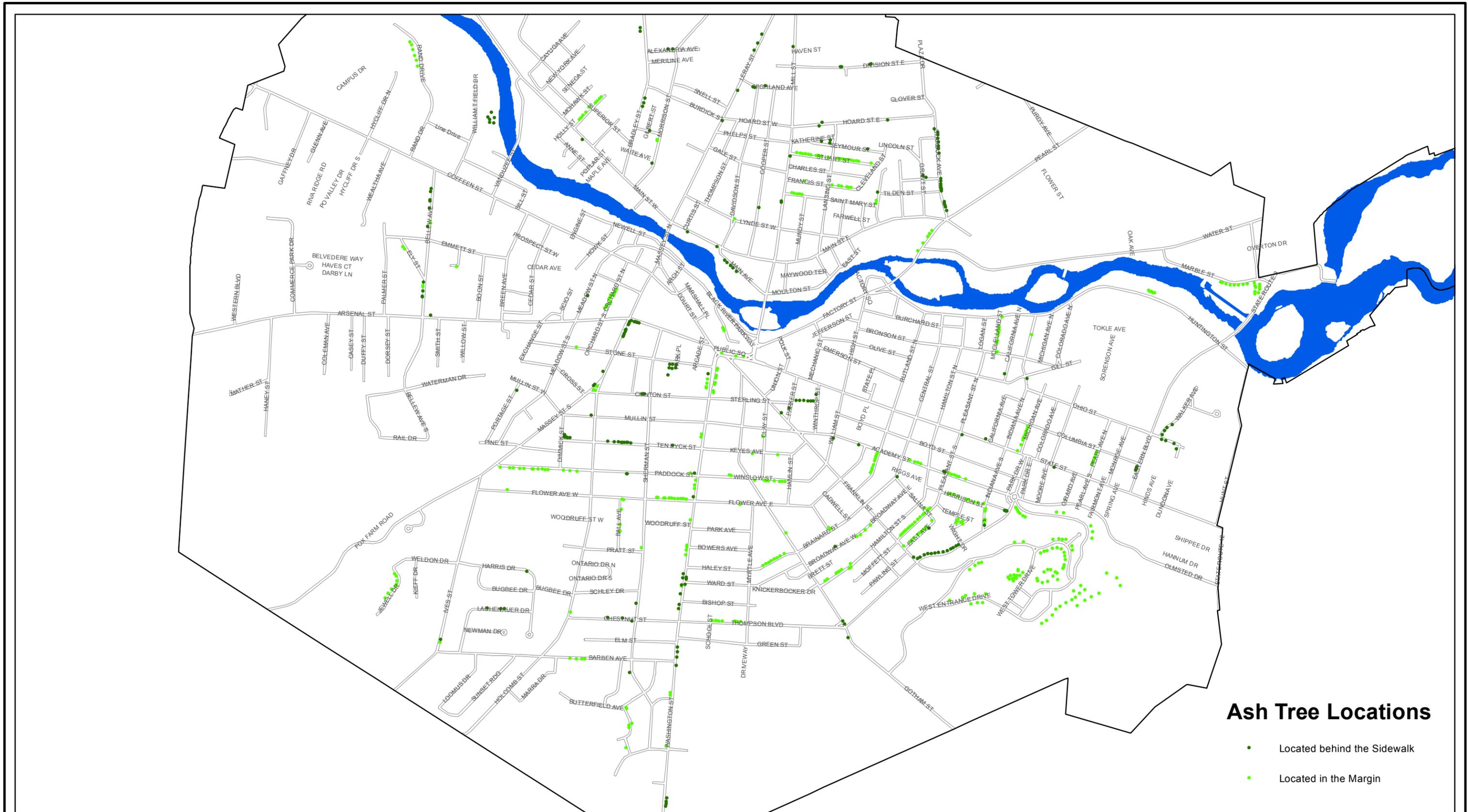


S. McDonnell  
New York State Department of Environmental Conservation  
Division of Lands and Forests  
Forest Health Unit  
October 23rd, 2013



## **Appendix C**

DRAFT



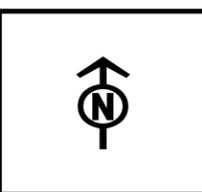
### Ash Tree Locations

- Located behind the Sidewalk
- Located in the Margin

Revision:	Description of Revision:	Date:	By:

Project:  
 Title:  
**City of Watertown Ash Tree Locations**

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

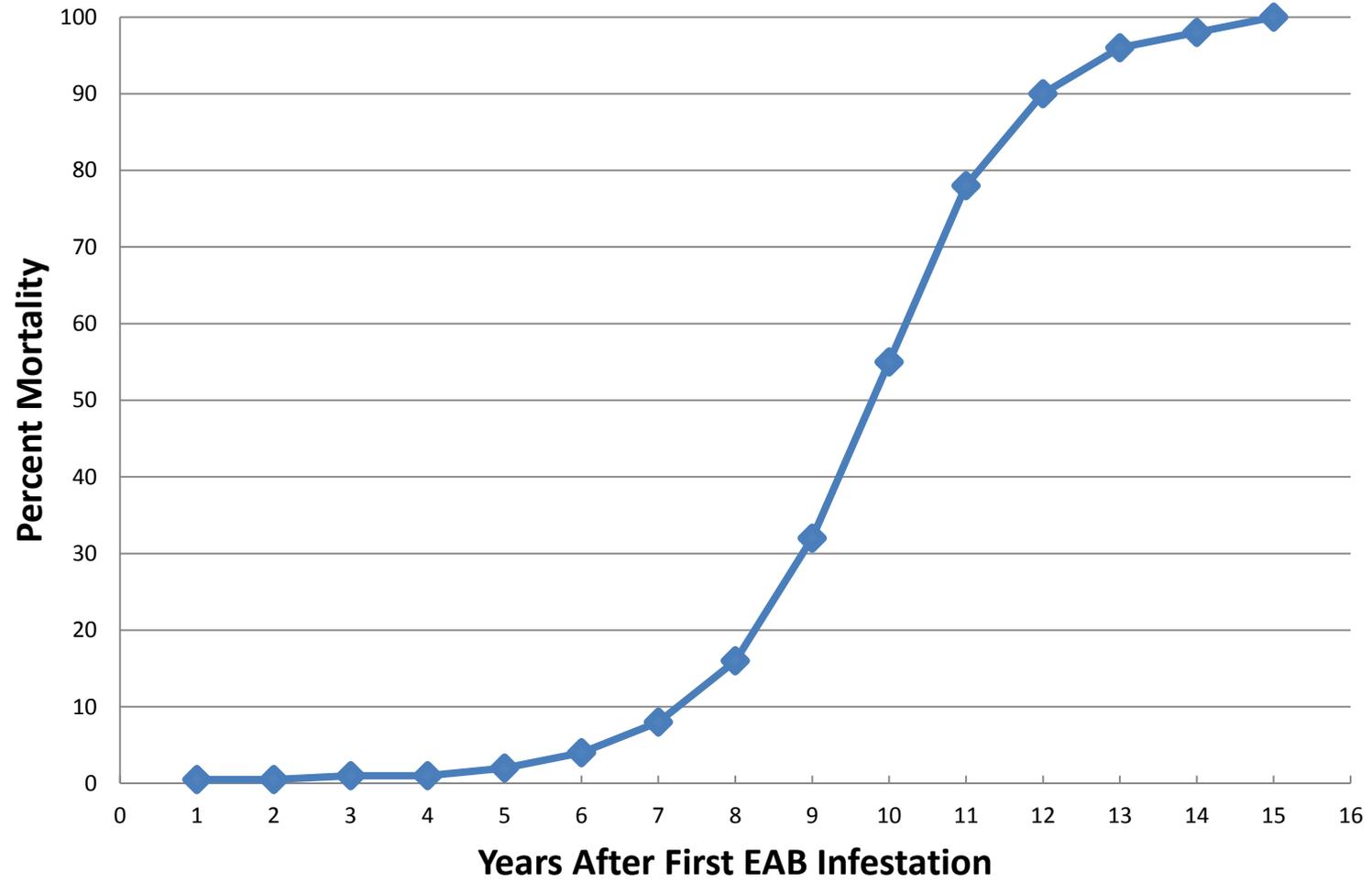


Project:	
Designed By:	Approved By:
Drawn By:	Date:
Date: 3/31/2014	Date:
Scale:	
Title:	

## **Appendix D**

DRAFT

# Ash Mortality from EAB



# Washington Street PROPERTIES

March 19, 2014

Watertown City Council  
245 Washington St  
Watertown, NY 13601

Attn: Jeffrey E. Graham, Mayor  
Roxanne M. Burns, Council Member  
Joseph M. Butler Jr., Council Member  
Stephen A Jennings, Council Member  
Teresa R. Macaluso, Council Member

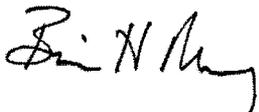
Honorable Mayor and City Council Members,

The purpose of this letter is to request that the City improve Palmer Street, and to offer full support and cooperation. As the manager of Jefferson Heights LLC (the entity that owns and operates Palmer Street Townhomes and Apartments) I am concerned for the safety and well-being of our residents. There are 70 units that are occupied by more than 200 people, many of whom must walk this narrow, dark street to access the school bus or public transportation. There are sections of the street located north and south of Palmer Street Townhomes and Apartments which have deteriorated to the point that there is a hazardous condition. The potholes make it difficult to maintain control of a vehicle and might cause a driver to swerve.

Jefferson Heights LLC owns a section of Palmer Street that is located in front of the complex, and hereby offers to donate a 40-50 foot wide section along the west side of the parcel where the road runs (or whatever is deemed necessary.) This section is currently in good condition, but it has long been a public thoroughfare. In the interest of public safety, I would encourage the City to secure other private sections of the road, through eminent domain, if necessary. If the owners are paying City taxes I would expect they can be identified.

Thank you for your continued efforts to improve the City. On behalf of the residents of Palmer Street Townhomes and Apartments, I would like to thank you in advance for any assistance you are able to provide.

Sincerely,



Brian H. Murray  
Manager, Jefferson Heights LLC

Washington Street Properties  
215 Washington Street, Suite 001  
Watertown, New York 13601  
(315) 405-8161