

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, July 17, 2017

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 17, 2017, 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

PRESENTATION

Board of Cooperative Educational Services – Donation of Bike Rack

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Accepting Bid for Biosolid Disposal Services, Casella Organics
- Resolution No. 2 - Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program
- Resolution No. 3 - Approving the Site Plan for the Construction of a Building Addition and Site Improvements at 418 Washington Street, Parcel Number 10-15-123.000
- Resolution No. 4 - Authorizing an Access Agreement between National Grid and the City of Watertown, NY, for MGP Cleanup
- Resolution No. 5 - Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2017
- Resolution No. 6 - Approving Agreement for Flat Fee Use of Athletic Fields, Pop Warner Football Association

- Resolution No. 7 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association
- Resolution No. 8 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown
- Resolution No. 9 - Approving Franchise Agreement Between the City of Watertown and International Development Hockey League, LLC
- Resolution No. 10 - Accepting Bid for Materials for the Washington-Thompson Intersection Project, Highway Tech Signal Equipment Sales, Inc.

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Resolution Approving the Special Use Permit Request Submitted by Michael Amell to Allow a Used Auto and Golf Cart Sales Lot at 861 Coffeen Street, Parcel Number 8-11-101.000

OLD BUSINESS

STAFF REPORTS

1. Tax Sale Properties
2. Sales Tax Revenue – June 2017
3. Sale of Surplus Hydro-electricity – June 2017

NEW BUSINESS

Discussion and Review of Lachenauer Fountain Designs

EXECUTIVE SESSION

1. To Discuss Collective Bargaining.
2. To discuss proposed, pending or current litigation.
3. The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
AUGUST 7, 2017.**

July 17, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Biosolid Disposal Services,
Casella Organics

The City Purchasing Department has advertised and received sealed bids for the Biosolid Disposal Services contract. As stated in the attached report of Purchasing Manager Amy M. Pastuf, the City is seeking a contract with a qualified solid waste and recycling service provider for the removal and land application of biosolid waste generated at the City's Pollution Control Plant for the period July 1, 2017 through June 30, 2022.

Invitations to bid were issued to five (5) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Wednesday, June 21, 2017, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bid received with the Water Department, and it is their recommendation that the City Council accept the bid received from Casella Organics of Clifton Park, New York, as the lowest qualifying bidder, as detailed below:

Description	Anticipated Tons Hauled	Casella Organics Clifton Park, NY	
		Unit Price	Total Price
Year One - 2017-2018	1000	\$48.30	\$48,300.00
Year Two - 2018-2019	2000	\$48.80	\$97,600.00
Year Three - 2019-2020	3000	\$49.30	\$147,900.00
Year Four - 2020-2021	4000	\$49.80	\$199,200.00
Year Five - 2021-2022	5000	\$50.30	\$251,500.00
Total Contract			\$744,500.00

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Biosolid Disposal Services,
Casella Organics

Introduced by

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Biosolid Disposal Services contract, and

WHEREAS invitations to bid were issued to five (5) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Wednesday, June 21, 2017, at 11:00 a.m., and

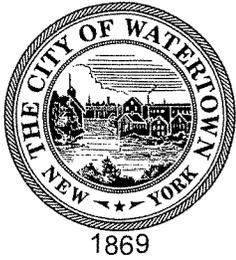
WHEREAS City Purchasing Manager Amy Pastuf reviewed the bid received with the Water Department, and it is their recommendation that the City Council accept the bid from Casella Organics as the lowest qualifying bidder as detailed below:

Description	Anticipated Tons Hauled	Casella Organics Clifton Park, NY	
		Unit Price	Total Price
Year One - 2017-2018	1000	\$48.30	\$48,300.00
Year Two - 2018-2019	2000	\$48.80	\$97,600.00
Year Three - 2019-2020	3000	\$49.30	\$147,900.00
Year Four - 2020-2021	4000	\$49.80	\$199,200.00
Year Five - 2021-2022	5000	\$50.30	\$251,500.00
Total Contract			\$744,500.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Casella Organics of Clifton Park, New York, as detailed above, being the lowest qualifying bidder meeting City specifications, for the Biosolid Disposal Services contract, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the bid award to Casella Organics.

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

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2017-11 – Biosolid Disposal Services - Bid Recommendation
DATE: 6/27/2017

The City's Purchasing Department advertised in the Watertown Daily Times on May 26, 2017, calling for sealed bids for the Biosolid Disposal Services contract. The City desires a contract with a qualified solid waste and recycling service provider for the removal and land application of biosolid waste generated at the City of Watertown's Pollution Control Plant located at 700 W.T. Field Drive, Watertown, NY. The contract period will commence on July 1, 2017 and end on June 30, 2022.

The City is currently hauling the dewatered Class B stabilized biosolids to DANC's Solid Waste Facility located in Rodman, New York. The City seeks to institute a beneficial use program with a certified hauler who will establish suitable land application sites. The City will accumulate dewatered Class B solids on a concrete pad on site. The City anticipates that land application will take place in the spring and fall once suitable land application sites are established. The City will provide the equipment and staff to load the biosolid material into the hauler's trucks or trailers. The biosolids will become the property and responsibility of the hauler once loaded in their truck, container or trailer. If the successful solid waste and recycling service provider cannot accommodate all of the dewatered Class B solids at a beneficial use site, the City will haul the excess to an appropriate landfill. Due to budgetary limitations, the City reserves the right to haul the biosolids with a previously established contractor, or limit the amount of land application.

The City of Watertown issued Invitations to Bid to five (5) prospective bidders. The Purchasing Department received one (1) sealed bid. The Purchasing Department opened and read the sealed bid on June 21, 2017, 11:00 am, local time. The bid tabulation is attached:

Description	Anticipated Tons Hauled	Casella Organics	
		Clifton Park, NY	
		Unit Price	Total Price
Year One - 2017-2018	1000	\$48.30	\$48,300.00
Year Two - 2018-2019	2000	\$48.80	\$97,600.00
Year Three - 2019-2020	3000	\$49.30	\$147,900.00
Year Four - 2020-2021	4000	\$49.80	\$199,200.00
Year Five - 2021-2022	5000	\$50.30	\$251,500.00
Total Contract			\$744,500.00

The Water Department and Purchasing reviewed the response to confirm that it conforms to the City's bid specifications. Although the City received only one response, the Department estimates that it is currently paying \$53.22 per ton to haul the biosolids to the landfill. Staff recommends that City Council award the contract for the Biosolid Disposal Services awarded to Casella Organics as the lowest responsive responsible bidder as per the tabulation above shown. If there are any questions concerning this recommendation, please contact me at your convenience.

July 11, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

The New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson. The County has asked the City to assist them by providing this transportation service for the seniors within the Citibus service area.

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services through our CitiBus program to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. The Agreement is for the term April 1, 2017 to March 31, 2018, at a cost not-to-exceed \$5,600.00.

A resolution approving the Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging, has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson, and

WHEREAS Jefferson County, acting through the Jefferson County Office for the Aging, wishes to enter into an Agreement with the City of Watertown to provide this service within the Citibus service area, and

WHEREAS the Agreement is to provide transportation services through our CitiBus program, to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services, and

WHEREAS the term of this Agreement is from April 1, 2017 through March 31, 2018, at a cost not-to-exceed \$5,600.00,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, a copy of which is attached and made a part of this resolution, and

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

Seconded by

References in this Agreement to the singular shall be deemed to include the plural; references to the male gender shall be deemed to include the female gender; and references to an individual shall be deemed to include other legal entities where the context so indicates.

SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on April 1, 2017, and is for the period of April 1, 2017 through and including March 31, 2018.

SECTION 3. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) day written notice to the other party. Said thirty (30) day period shall commence on the date such notice is actually received by the other party.

SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

CONTRACTOR represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES as provided under this Agreement and that it is properly permitted, staffed, trained, equipped, organized and financed to perform such SERVICES.

CONTRACTOR hereby acknowledges that it is aware that COUNTY will rely upon the accuracy of information supplied by CONTRACTOR pursuant to this Agreement in submitting claims for reimbursement from government sources. CONTRACTOR also acknowledges that it is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. CONTRACTOR shall be responsible for any monetary fine, penalty or sanction imposed upon COUNTY, its officers, employees and agents as a consequence of the use by COUNTY of false information submitted to the COUNTY by CONTRACTOR, unless it is shown the COUNTY had actual prior knowledge of the falsity of such information.

CONTRACTOR represents that it is not a sectarian organization and does not have as one of its purposes the advancement of a particular religion. CONTRACTOR further represents and promises that funds received pursuant to this Agreement shall not be utilized for sectarian purposes and CONTRACTOR shall not engage in the promotion or advancement of any particular religious practices during the performance of its duties under this Agreement.

SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

CONTRACTOR shall provide all necessary and appropriate facilities, personnel, equipment, and supplies, including, but not limited to licensed drivers (operating and supervisory), insurance, fuel and oil, to render SERVICES to PARTICIPANTS.

SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

CONTRACTOR agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by COUNTY. CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by COUNTY through the Office for Aging and duly authorized by the State Office for Aging.

CONTRACTOR agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by, and on forms furnished by OFA. Upon reasonable request,

CONTRACTOR shall provide COUNTY, NYSOFA and/or the United States government with other reports concerning SERVICES provided pursuant to this Agreement.

CONTRACTOR agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by COUNTY shall have full access to and the right to examine any of said materials during said period.

CONTRACTOR shall have its premises open for inspection by officials of OFA and/or COUNTY, State of New York, and/or the United States Government at any time during normal business hours.

SECTION 7. GRIEVANCE PROCEDURES

Should PARTICIPANTS, family members or care givers, express dissatisfaction with or be denied SERVICES, CONTRACTOR shall immediately undertake to informally resolve the complaint. Should any such matter not be satisfactorily resolved, CONTRACTOR shall notify the individual of his right to file a formal written grievance in accordance with OFA's Grievance Procedures, which are outlined in **Appendix "A"** and which by this reference are made a part of this Agreement. CONTRACTOR shall post the Grievance Procedures in a prominent location at the SERVICE delivery site. All staff of CONTRACTOR providing SERVICES are to be instructed concerning these grievance procedures and must verbally inform unsatisfied PARTICIPANTS, family members or care givers of their right to file a grievance.

SECTION 8. COMPLIANCE WITH ALL LAWS

The CONTRACTOR agrees that during the performance its obligations required pursuant to this Agreement, CONTRACTOR and all officers, employees, agents or representatives working under CONTRACTOR'S direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations applicable to the SERVICES and this Agreement, and including, but not limited to, compliance with all laws and other legal obligations outlined in **Appendix "B"** which is attached hereto and made a part of this Agreement.

SECTION 9. FINANCIAL ARRANGEMENTS

COUNTY shall pay CONTRACTOR in full satisfaction for SERVICES rendered in accordance with this Agreement the sum, not to exceed FIVE THOUSAND SIX HUNDRED DOLLARS (\$5,600.00) for the entire period of the Agreement. PARTICIPANT contributions are projected to be TWO THOUSAND FIVE HUNDRED DOLLARS AND 50/100 (\$2,500.50). The total value of the Agreement shall not exceed EIGHT THOUSAND ONE HUNDRED DOLLARS AND 50/100 (\$8,100.50) for the entire period of the Agreement. CONTRACTOR shall submit a claims for SERVICES rendered for each month as soon as practicable following the conclusion of that month. Any claims submitted after said tenth day of the month for payment for SERVICES for the prior month may be held by COUNTY for payment with the subsequent month's claim. Each claim shall be accompanied by: (A) a listing of PARTICIPANTS who were actually provided with SERVICES by CONTRACTOR in the given month with reference to the number of one-way trips provided to each PARTICIPANT; and (B) and a monthly listing of the amount of contributions received from all PARTICIPANTS.

CONTRACTOR agrees to notify PARTICIPANTS of the opportunity to contribute towards the cost of SERVICES in accordance with to a suggested contribution schedule supplied by OFA. SERVICES provided to PARTICIPANTS shall not be adversely affected by a failure to contribute to all or part of the cost of SERVICES.

CONTRACTOR agrees not to request payment for, or to receive payment for services which are not rendered in compliance with this Agreement.

SECTION 10. CONTRACT DEEMED EXECUTORY

This Agreement shall be deemed executory only to the extent of funds appropriated by the Jefferson

County Board of Legislators and or the governments of the State of New York and the United States and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the COUNTY to request, appropriate or make additional funds available for the purposes of this Agreement.

SECTION 11. ASSIGNMENT; SUBCONTRACTING

CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, unless the previous written consent of COUNTY has first been obtained. Any attempted or purported assignment without such prior written consent shall be void. The provisions of this clause shall not hinder, prevent, or affect any assignment by CONTRACTOR for the benefit of its creditors made pursuant to the Laws of the State of New York.

CONTRACTOR will not subcontract its duties hereunder without the prior written consent of COUNTY. This provision does not prohibit CONTRACTOR from entering into employment contracts or, contracts for the acquisition of goods or facilities or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of SERVICES hereunder without consent of COUNTY. Prior to submitting a subcontractor for approval under this Section, CONTRACTOR shall diligently inquire into the capability, qualifications and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by CONTRACTOR that the subcontractor is fully capable, qualified and licensed to provide the subcontracted SERVICES.

Any subcontract entered into by CONTRACTOR pursuant to this section shall provide that CONTRACTOR will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between CONTRACTOR and COUNTY and any other requirements applicable to CONTRACTOR in the provision of SERVICES pursuant to this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and COUNTY, nor shall CONTRACTOR be relieved of any of its obligations under this Agreement, as a consequence of any subcontract approved by COUNTY under this Section.

SECTION 12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability and Motor Vehicle Liability policies. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Workers' Compensation Insurance policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120. **A copy of the waiver of subrogation endorsement form must be attached to the Workers' Compensation certificate of insurance.**

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

SECTION 13. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the operations or work of CONTRACTOR in the performance of this Agreement; or (b) the CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged or is proven to have acted outside the scope of employment, agency or contract, shall not release CONTRACTOR of any of its obligations under this Section.

Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and officers, agents, and employees, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

SECTION 14. NON-DISCRIMINATION

CONTRACTOR will not discriminate against any employee, applicant for employment or PARTICIPANT because of race, creed, color, gender, national origin, age, disability, sexual orientation or marital status.

SECTION 15. NONWAIVER

In the event that the terms and conditions of the Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

SECTION 16. REMEDIES

The remedies available to COUNTY specified in this Agreement shall be cumulative and in addition to any other remedies available by law or in equity.

SECTION 17. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York, without regard to conflict of law principles thereof.

SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such correct insertion.

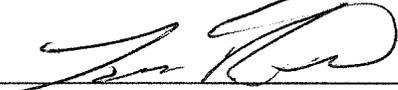
SECTION 19. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then (a) such provision shall be deemed stricken; (b) the balance

IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF JEFFERSON

By: _____
Scott A. Gray
Chairman, Board of Legislators

By: 

Timothy J. Ruetten
Director, Office for the Aging

CONTRACTOR

By: _____
Sharon Addison
City Manager, City of Watertown

Tax Id No. _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20__, before me personally came **SCOTT A. GRAY**, to me personally known, who, being by me duly sworn, did depose and say that he is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

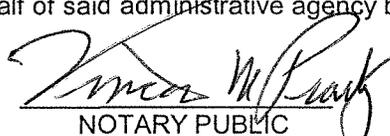
NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this 6th day of July, 2017 before me personally came **TIMOTHY J. RUETTEN**, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.


NOTARY PUBLIC

Vincent M Prouty
Notary Public, State of New York
Qualified in Jefferson County
No 04PR6356770
Commission Expires April 3, 2021

STATE OF NEW YORK)

ss.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20__, before me personally came **SHARON ADDISON**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the **CONTRACTOR** described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said **CONTRACTOR**.

NOTARY PUBLIC

**JEFFERSON COUNTY OFFICE FOR THE AGING
GRIEVANCE PROCEDURES**

I. Purpose

A. In accordance with Section 306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Jefferson County Office for the Aging has established the following process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

II. Notifying Participants of Right to File Grievance

A. The Jefferson County Office for the Aging and each of its service provider agencies providing Title III services ("service provider agencies") shall notify participants and applicants of their right to file a grievance, as follows:

- 1) A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
- 2) In-home services participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

B. Denial of Service. A participant or applicant who is denied Title III services must be given the reasons for the denial. For housekeeping, homemaker, home delivered meals, case management, and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

III. Grievance Process

A. Filing of Grievance

(1) Participants must submit their grievances in writing to the person(s) or office that has been designated by a service provider or by the Jefferson County Office for the Aging Director, whichever is appropriate, to conduct the initial review. The reviewer may be the director of the service provider agency of the Jefferson County Office for the Aging, or any other person designated by such director who is not familiar with or otherwise involved in the grievance.

(2) The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstance with which the participant is dissatisfied.

Appendix "A"

The Jefferson County Office for the Aging or service provider may grant an extension for good cause shown.

(3) The grievance should be filed on the form provided by the Jefferson County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

B. Investigation and Response to Grievance

(1) The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.

The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

(2) The designated reviewer shall prepare and send a written response to the grievant and to the Jefferson County Office for the Aging Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination. If the grievance is being handled by a subcontractor organization, a copy of its decision must be forwarded to the Director of the Jefferson County Office for the Aging.

C. Appeal of Initial Response/Decision

(1) If the complaint has been handled by a service provider agency, under subcontract to the Jefferson County Office for the Aging, and the grievant is not satisfied with its determination, she/he has the right to further review as follows:

(a) She/he may initiate a request for subsequent review by the Jefferson County Office for the Aging Director within twenty (20) calendar days following receipt of notification by the service provider agency of its decision.

(b) The Jefferson County Office for the Aging Director shall request, and the subcontractor agency shall provide, copies of the initial file on the complaint in question. The Jefferson County Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Jefferson County Office for the Aging Director will meet with the older person to allow the grievant an opportunity to present information about the grievance.

(c) If policies and procedures have been adhered to, The Jefferson County Office for the Aging Director will not overturn the decision of its subcontractor agency. If proper policies and procedures have not been applied, the Jefferson County Office for the Aging reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

IV. Recordkeeping

The Jefferson County Office for the Aging or service provider agency which is handling the grievance shall keep a file, for six years, of all relevant documents and records. This shall include at a minimum: the initial grievance; any investigative reports; any written response submitted by the Jefferson County Office for the Aging or service provider agency; any documents or other records submitted by any party; the written Initial Response of the agency; and, if applicable, the notice to the grievant of the right to an appeal.

V. Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX "B"

Standard Terms and Conditions for Aging Programs and Services Contracts

1. Statutes, Regulations, and Policies: Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:
 - Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
 - Americans with Disabilities Act of 1990 (42 U.S. C. 12101, et seq.; see 92-PI-32, [8/4/92])
 - Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
 - Older Americans Act
 - Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
 - Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
 - Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
 - Equal Access to Services and Targeting Policy (12-PI-08)
 - Elder Law
2. Targeting: Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.
3. Language Access: Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4. Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to Contractor.

5. Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

Res No. 3

July 11, 2017

To: The Honorable Mayor and City Council

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

Subject: Approving the Site Plan for the Construction of a 2,320 Square-Foot Building Addition and Associated Site Improvements Located at 418 Washington Street, Parcel Number 10-15-123.000

A request has been submitted by Matthew R. Morgia of Aubertine and Currier, PLLC, on behalf of the Victims Assistance Center of Jefferson County for the above subject site plan approval.

The Jefferson County Planning Board reviewed the site plan at its meeting held on June 27, 2017, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only.

The City Planning Board reviewed the request at its meeting held on July 5, 2017, and voted to recommend that the City Council approve the site plan subject to the six conditions listed in the resolution. Attached is an excerpt from their meeting minutes.

The Staff Report prepared for the Planning Board, the Site Plan application and drawings have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

Section 617.5 of the State Environmental Quality Review Act (SEQRA) states that the construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility, involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls is a Type II action that requires no further review under SEQRA. The proposed project meets this criterion, therefore no further action under SEQRA is required and the Council does need not complete Part 2 of the Short Environmental Assessment Form.

The resolution prepared for City Council consideration states that the project is a Type II action and does not require further review under SEQRA and approves the site plan submitted to the City Engineering Department on June 15, 2017, subject to the conditions recommended by the Planning Board.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a Building Addition and Site Improvements at 418 Washington Street, Parcel Number 10-15-123.000

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Joseph M. Jr.

Total

YEA	NAY

Introduced by

WHEREAS Matthew R. Morgia of Aubertine and Currier, PLLC, on behalf of the Victims Assistance Center of Jefferson County, has submitted an application for site plan approval for the construction of a 2,320 square-foot building addition and associated site improvements located at 418 Washington Street, Parcel Number 10-15-123.000, and

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on June 27, 2017, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on July 5, 2017, 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 provide an updated topographic and boundary line map that is current as of the date of the site plan application, performed and stamped by a licensed surveyor.
2. The applicant shall submit a Vehicle and Pedestrian Circulation Plan that depicts the movements of a City fire truck through the site.
3. The applicant shall submit a plan that will contain drainage on the site.
4. The applicant shall depict the location and size of all water service connections on the site plan prior to the issuance of any permits.
5. The applicant shall submit formal documentation of a shared access agreement with the adjacent property owner to the north for access to the rear parking lot area.
6. The applicant must obtain the following permits, minimally, prior to demolition and construction: Demolition Permit, Building Permit and a Fence Permit.

And,

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a Building Addition and Site Improvements at 418 Washington Street, Parcel Number 10-15-123.000

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Joseph M. Jr.

Total

YEA	NAY

WHEREAS the City Council has determined that the project involves the construction or expansion of a primary or accessory facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and is consistent with local land use controls, and is thus a Type II Action under SEQRA,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitutes a Type II Action for the purposes of SEQRA and hereby determines that the project, as proposed, does not require review under SEQRA review, and

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

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that site plan approval is hereby granted to Matthew R. Morgia of Aubertine and Currier, PLLC and the Victims Assistance Center of Jefferson County for the construction of a 2,320 square-foot building addition and associated site improvements located at 418 Washington Street, Parcel Number 10-15-123.000 as depicted on the site plan submitted to the City Engineer on June 15, 2017, contingent upon the applicant meeting the conditions listed above in the City Planning Board's recommendation.

Seconded by

Excerpt from Planning Board Minutes – Meeting held 7/5/17

SITE PLAN APPROVAL
418 WASHINGTON STREET – PARCEL NUMBER 10-15-123.000

The Planning Board then considered a request submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of the Victims Assistance Center of Jefferson County for the construction of a 2,320 square-foot building addition and associated site improvements at 418 Washington Street, Parcel Number 10-15-123.000.

Mr. Morgia was in attendance to represent the request.

Mr. Morgia began by saying that this was a fairly simple project, and referred to a 24 x 36 printout of his site plan. He said that everything depicted in color represented part of the proposed addition, which would replace the parts of the building proposed to be demolished. He then noted that the portion of the building closest to Washington Street would remain and undergo renovation.

He then added that the project would increase the square footage of the building, so there was a proposed increase in parking to keep the site in compliance with parking requirements. Mr. Morgia then said that water and sanitary connections would remain as they exist, but that City records did not indicate exactly where the water connection was buried.

Mr. Morgia then drew the Planning Board's attention to a proposed landscaping buffer at the southwest end of the property, where it abutted three residential parcels to the south and one to the west. Mr. Morgia then explained that there was an existing stockade fence along these property lines, although portions of this fence were in rough shape.

Mr. Katzman then asked if the adjacent properties were commercial uses. Mr. Morgia replied that they were residential properties on Ten Eyck Street. Mr. Urda confirmed that all four adjacent properties in question were zoned Residence A. Mr. Morgia then said that he did not know their actual existing uses, but they were all in a Residence A District.

Mr. Lumbis then asked if the existing fence was on the subject parcel or the neighbors' properties. Mr. Morgia replied that the fence was well onto the subject parcel by at least five feet on the south side and three feet on the west side. Mr. Morgia then explained that if they took the fence down and replaced it with vegetated landscaping and trees, that it would be a different look and he wanted everyone to be aware of how it would alter the aesthetics.

Mr. Morgia then went through the list of summary items on Staff's memorandum, one-by-one. He addressed the first summary item, which required the applicant to provide an updated topographic and boundary line map that is current as of the date of the site plan application, performed and stamped by a licensed surveyor. Mr. Morgia acknowledged that the submitted survey was from 1995, and if the City wanted a new one, that his team could complete the work, but it would be at additional cost to the property owner.

Ms. Capone then asked if Staff needed to have an updated survey. Mr. Urda replied that the Site Plan Application form, as written, requires all applicants to submit a boundary and topographic survey that depicted existing features as of the date of the Site Plan Application. Mr. Urda then said that it was ultimately the City Engineer's call whether this requirement could be waived.

Mr. Wood then said that he could consider waiving the requirement if the applicant added boundary info to an updated site plan. Mr. Morgia said that his team found all of the monuments in the field. Ms. Capone then said that the applicant should work with Staff to resolve this condition.

Mr. Morgia then addressed the second summary item, which required the applicant to submit a Vehicle and Pedestrian Circulation Plan that depicted the movements of a City fire truck through the site. Mr. Morgia said that he thought the Fire Department would likely stay on Washington Street and fight a fire from there. He also said that the parking lot in the back had been shared parking for years.

Mr. DeMarco then said that something that did not make it into the memorandum as a summary item, but should have, was the need for the applicant to provide formal documentation of a shared access agreement to the City.

Mr. Katzman then said that when John Devito was president of Rose and Kiernan, he used to lease some of the parking spaces to the doctor's office next door. Mr. Morgia replied that as far as he knew, no one else was using any parking spaces on the subject parcel. Mr. Urda then said that the parking lot at the doctor's office was rarely even half-full, with the possible exception of Farmers' Market Wednesdays.

Ms. Capone then said that the two owners would need to agree on any such arrangement themselves. Mr. Katzman then said that he did not want to see them not have adequate parking. Ms. Capone said that the shared parking issue could be added as a summary item, and asked whether the applicant or Staff would contact the Fire Department about the need to depict the movements of a fire truck. Mr. Wood replied that Staff would reach out to the Fire Department.

Mr. Morgia then addressed the third summary item, which stipulated that entire site must meet all requirements of the International Building Code that New York State recently adopted. Mr. Morgia said that it would meet these requirements.

Mr. Morgia then addressed the fourth summary item, which required the applicant to submit a Notice of Intent (NOI) to the NYS Department of Environmental Conservation (DEC) and forward all correspondence between the applicant and the DEC to the City Engineering Department. Mr. Morgia then said that the project site was less than one acre, and therefore not subject to permitting. Ms. Capone agreed and said this condition could go away.

Mr. Morgia then addressed the fifth summary item, which required the applicant to submit an updated site plan that would contain drainage on the site. Mr. Morgia said that the submitted application described site drainage and that the front drains toward Washington Street and the expanded parking lot would have grading that matched existing grading. He then said that he was not sure what the City was requesting because with such a small increase in runoff, there was no change.

Mr. Wood then said that there has been prior flooding in the rear parts of the site and the site flowed onto the neighbor's property. He said the increase in the size of the parking area and resulting decrease in the size of the grass area left little opportunity for infiltration. Mr. Wood suggested being creative and using drywells or other on-site methods to reduce drainage onto adjacent properties.

Mr. Neddo then asked about green space. Mr. Morgia replied that there was about 17 feet of green space to the north of the parking lot, which left open the possibility of putting a drywell and catch basin in this area. Mr. Katzman then said that drywells had a bad habit of plugging and asked if there could be underground storage like at the Price Chopper plaza. Mr. Morgia replied that a drywell was likely the only option, which in the event of an overflow would result in water following the sheet flow in its normal path toward Mullin Street.

Mr. Katzman then asked if the applicant could dig a swale. Mr. Morgia replied that his client did not own all of the property where swale would have to go, so it was not an option. Mr. Wood then said that it would be difficult to direct water to the street anyway since the rear of the property had such a low elevation. Ms. Capone then said that the applicant should work with Staff to resolve this condition.

Mr. Morgia then addressed the sixth summary item, which required the applicant to depict the location and size of all water service connections on the site plan. Mr. Morgia then said that his team would depict all the connections that they could find.

Mr. Morgia then addressed the seventh summary item, which identified all the permits the applicant would need to obtain prior to demolition and construction. Mr. Morgia then said that he acknowledged all of the listed permits.

Ms. Capone then said that as a result of the discussion, summary items 3 and 4 went away, but an eighth condition arose, with the formal letter for the shared access drive. She then asked if there were any additional questions. Mr. Neddo asked about the first summary item, which required an updated survey. Mr. Urda replied that the applicant would need to work with Staff to resolve the first summary item.

Mr. Neddo then made a motion to recommend that City Council approve the request for Site Plan Approval submitted by Matthew R. Morgia, P.E. of Aubertine and Currier, PLLC on behalf of the Victims Assistance Center of Jefferson County for the construction of a 2,320 square-foot building addition and associated site improvements at 418 Washington Street, Parcel Number 10-15-123.000, contingent upon the following:

1. The applicant shall provide an updated topographic and boundary line map that is current as of the date of the site plan application, performed and stamped by a licensed surveyor.
2. The applicant shall submit a Vehicle and Pedestrian Circulation Plan that depicts the movements of a City fire truck through the site.
3. The applicant shall submit a plan that will contain drainage on the site.
4. The applicant shall depict the location and size of all water service connections on the site plan prior to the issuance of any permits.
5. The applicant shall submit formal documentation of a shared access agreement with the adjacent property owner to the north for access to the rear parking lot area.
6. The applicant must obtain the following permits, minimally, prior to demolition and construction: Demolition Permit, Building Permit and a Fence Permit.

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

Res No. 4

July 7, 2017

To: The Honorable Mayor and City Council
From: Robert J. Slye, Esq.
Subject: National Grid – MGP Cleanup

National Grid is operating under a Consent Order with the New York State Department of Environmental Conservation in connection with the remediation of various MGP (“Manufactured Gas Plant”) facilities located in the City. The City has previously worked with National Grid in its remediation efforts on Newell Street and also in the J.B. Wise parking lot.

National Grid is now proceeding to conduct remediation activities in areas abutting the City’s Department of Public Works facilities on Newell Street and, specifically, will be demolishing a certain “boat barn” in the area. In order to do that work, National Grid has requested access to the area through City property.

In pursuit of that work, National Grid has provided a form “Access Agreement,” which the City has reviewed and modified to ensure that it separately meets the City’s obligations arising from its previous work on Engine Street. The Agreement is now in a form capable of being signed on behalf of the City, and the attached Resolution would authorize signature by the City Manager.

RESOLUTION

Page 1 of 1

Authorizing an Access Agreement between National Grid and the City of Watertown, NY, for MGP Cleanup

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Niagara Mohawk Power Corporation d/b/a National Grid has requested access to City-owned property for the purposes of demolishing a building and cleaning up debris and materials from that building as part of its MGP (Manufactured Gas Plant) remediation efforts, and

WHEREAS National Grid has proposed a certain "Access Agreement" which would provide protections to the City resulting from National Grid's work, and

WHEREAS, the City Council of the City of Watertown believes it to be in the best interest of the citizens of the City to allow the MGP remediation work to go forward pursuant to the terms of the proposed agreement,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the attached "Access Agreement," together with its "Exhibit A," is hereby approved for signature on behalf of the City, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, shall sign the Agreement on behalf of the City and deliver an originally signed document to National Grid as requested.

Seconded by

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is entered into as of this ____ day of June, 2017 (the "Effective Date"), by and between the **CITY OF WATERTOWN, DEPARTMENT OF PUBLIC WORKS** ("Owner"), and **NIAGARA MOHAWK POWER CORPORATION, D/B/A NATIONAL GRID**, a New York corporation ("National Grid").

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property commonly known as 337 Engine Street in the City of Watertown, Jefferson County, State of New York, being Tax Parcel 7-16-112, and as labeled "Dept. of Public Works (DPW)" on Exhibit A attached hereto (the "Premises");

WHEREAS, National Grid is the owner of that certain real property commonly known as 327 Engine Street in the City of Watertown, Jefferson County, State of New York, being Tax Parcel 7-16-113.100 (the "National Grid Premises"), and desires to demolish an improvement thereon which improvement is labeled "Boat Barn" (the "Boat Barn") on Exhibit A attached hereto; and

WHEREAS, in order to provide National Grid and its representatives the necessary space to commence and complete demolition of the Boat Barn, National Grid has requested that Owner grant to National Grid and its representatives a right of access over that portion of the Premises as so labeled in Exhibit A attached hereto (the "Access Area") for the purposes of accessing the Boat Barn for demolition and clean-up of debris and materials associated therewith.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Access Grant.** Owner hereby grants National Grid, including all agents, representatives and other persons designated by National Grid, the non-exclusive right to enter on any portion of the Access Area for the purposes of accessing the Boat Barn for demolition and any clean-up necessary from such demolition (collectively, the "Approved Activities"). The Owner covenants the Access Area is and throughout the Term shall remain free of materials, debris, structures, automobiles, or the like, that would hinder or interfere with National Grid's use of the Access Area for the Approved Activities.

2. **Duration of Term.** The access granted to National Grid for the Approved Activities is granted from the Effective Date and terminates three (3) months thereafter or upon completion of the Approved Activities (the "Term"). Should National Grid require additional time to complete the Approved Activities, National Grid shall have an option to extend the term of this Agreement for thirty (30) days upon written notice to Owner.

3. **Insurance.** Throughout the Term of this Agreement, National Grid's contractor(s) shall maintain the following insurance policies: (i) a commercial general liability policy of not less than One Million (\$1,000,000) Dollars; (ii) commercial automobile insurance

policy of not less than One Million (\$1,000,000) Dollars; (iii) an umbrella policy covering protection in an amount not less than Three Million (\$3,000,000) Dollars combined single limit coverage for injury, death and property damage arising out of any one occurrence, and (iv) workers compensation and employers liability insurance as required by law. Prior to commencement of the Approved Activities, certificates of insurance from National Grid's contractors, that will perform activities on the Premises pursuant to this Agreement, shall be furnished to Owner. Owner shall be named as additional insured on all insurance policies required under this Agreement. Insurance as specified herein must be maintained at all times during the Term of this Agreement.

4. **Damages.** National Grid agrees to conduct all Approved Activities in a manner that will not harm or damage the Premises or cause any claim adverse to Owner and agrees to repair any damage to the Premises caused by, and to its condition prior to, any Approved Activities. If any portion of the Premises, including, but not limited to, any improvements (such as previously required and installed monitoring wells or protective cover) and/or personal property, suffers damage by reason of the Approved Activities of National Grid, its agents or representatives on the Premises (but expressly excluding the mere discovery of any condition existing as of the Effective Date, except to the extent such condition is exacerbated by National Grid, its agents or representatives), National Grid shall, at its sole cost and expense, repair all such damage and restore the Premises, improvements and/or personal property, to substantially the same condition as before such damage occurred.

5. **Liens.** National Grid shall not permit any mechanics' or materialmen's liens to be filed against the Premises as a result of the rights granted herein. National Grid shall indemnify, defend and hold harmless Owner and the Premises from and against any such lien.

6. **Indemnification.** National Grid shall indemnify, defend and hold harmless Owner from and against all claims, liabilities, costs, and expenses including, but not limited to, reasonable attorneys' fees and court costs, for loss of or damage to the Premises and for injuries to or death of any person when resulting from the activities of National Grid, its agents or representatives on or about the Premises, excluding any such loss or damage caused by Owner's gross negligence or willful misconduct.

7. **Compliance with Laws.** National Grid, at its own expense, shall comply in all material respects with all applicable laws, regulations, rules, and orders with respect to the use of the Premises and all activities to be conducted on the Premises pursuant to this Agreement, regardless of when the regulation, rule or order became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

8. **Costs, Expenses, Etc.** If any action, proceeding, controversy, claim, or dispute arises concerning the interpretation or enforcement of this Agreement or the rights granted herein or obligations created hereby, the prevailing party shall be entitled to seek recovery from the other of reasonable attorneys' fees, costs, and expenses, including those incurred in connection with any appeal thereof.

9. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of New York without respect to its principles of conflict of law.

10. **Entire Agreement.** This Agreement contains the entire understanding and agreement among the parties with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by both National Grid and Owner.

11. **Validity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. **Survival.** All of the covenants and indemnities set forth in this Agreement shall survive the termination, revocation, or expiration of the term of this Agreement for a period of one (1) year.

13. **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile signature, all of which taken together shall constitute one and the same agreement, binding upon the parties hereto.

[Signatures commence on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

OWNER:

CITY OF WATERTOWN, DEPARTMENT OF
PUBLIC WORKS

By: _____

Its: _____

NIAGARA MOHAWK POWER
CORPORATION, D/B/A NATIONAL GRID, a
New York corporation

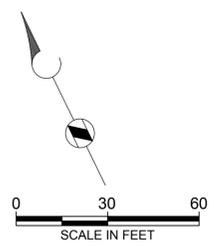
By: Paul Whelan  

Its: Authorized Representative

EXHIBIT A

EXISTING FEATURES LEGEND:

- PROPERTY LINE
- W --- WATER LINE
- G --- GAS LINE
- ST --- STORM SEWER LINE
- SA --- SANITARY SEWER LINE
- UC --- UNDERGROUND CABLE
- T --- TELEPHONE CABLE
- || --- OVERHEAD POWER POLE LINE
- UE --- UNDERGROUND ELECTRIC LINE
- UNIDENTIFIED SUBSURFACE CONSTRUCTION CHARACTERISTIC OF CABLE OR PIPE
- SS --- APPROXIMATE LOCATION OF PLUGGED 15" DIAMETER CAST IRON STORM SEWER PIPE
- CSX RAIL ROAD RIGHT OF WAY
- EXISTING POWER POLE
- LP ○ EXISTING LIGHT POLE
- WV ⊗ EXISTING WATER VALVE
- GV ⊗ EXISTING GAS VALVE
- ⊗ EXISTING VALVE
- ⊗ EXISTING MANHOLE
- ⊙ EXISTING ROUND CATCH BASIN
- EXISTING SQUARE CATCH BASIN
- EASEMENT

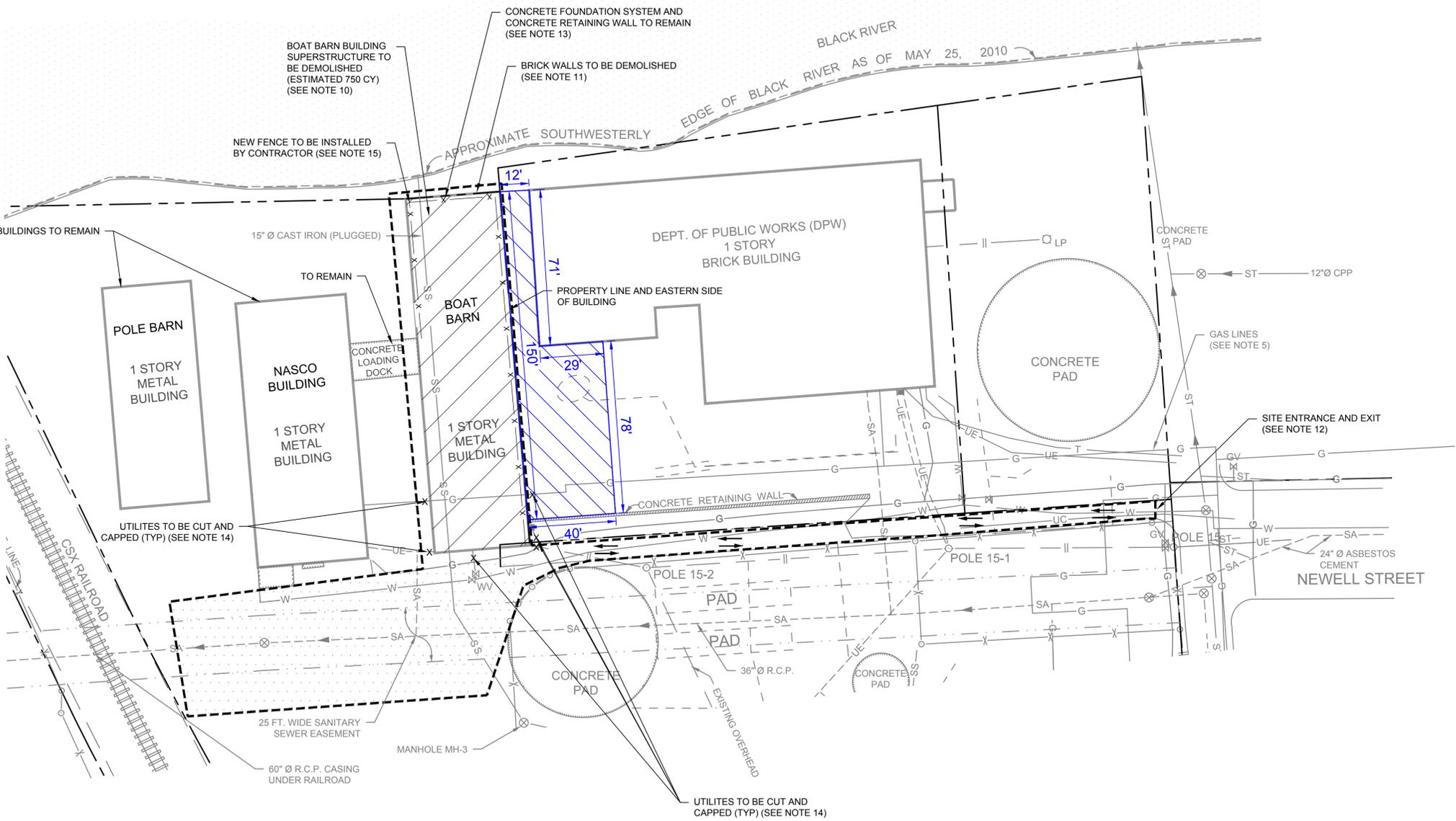


PROPOSED WORK LEGEND:

- [Hatched Box] BUILDING TO BE DEMOLISHED
- [Blue Hatched Box] AREA TO BE CLEARED AND ACCESSIBLE FOR BUILDING DEMOLITION
- X APPROXIMATE CUT/CAP LOCATIONS FOR KNOWN UTILITIES (SEE NOTE 14)
- LIMIT OF WORK
- [Dotted Box] STAGING AREA
- x-x- FENCE TO BE INSTALLED
- ↔ SITE ACCESS

NOTES:

1. UTILITY LOCATIONS OBTAINED FROM INFORMATION PROVIDED BY THE UTILITY COMPANIES, FIELD MARKOUTS FROM UTILITY COMPANIES (SURVEYED BY DELTA ENGINEER, ARCHITECTS, AND LAND SURVEYORS), AND SUBSURFACE UTILITY SCAN PERFORMED BY ENVIRONSCAN, INC., AND SUPPLEMENTED BY FIELD OBSERVATIONS BY BROWN AND CALDWELL ASSOCIATES.
2. APPROXIMATE LOCATION OF SANITARY SEWER AND STORM SEWER WAS OBTAINED FROM DRAWINGS PROVIDED BY CITY OF WATERTOWN ENGINEERING DEPARTMENT AND CITY OF WATERTOWN CODE ENFORCEMENT.
3. APPROXIMATE LOCATION OF 15" Ø STORM SEWER AND MH-3 WAS OBTAINED FROM "FEASIBILITY STUDY REPORT, FORMER MANUFACTURED GAS PLANT, ENGINE STREET, WATERTOWN, NEW YORK, JANUARY 2009" PREPARED BY ARCADIS AND FROM DRAWINGS PROVIDED BY CITY OF WATERTOWN ENGINEERING DEPARTMENT.
4. APPROXIMATE LOCATION OF WATER LINE WAS OBTAINED FROM "FEASIBILITY STUDY REPORT, FORMER MANUFACTURED GAS PLANT, ENGINE STREET, WATERTOWN, NEW YORK, JANUARY 2009" PREPARED BY ARCADIS.
5. APPROXIMATE LOCATION OF GAS LINE WAS OBTAINED FROM DRAWINGS PROVIDED BY NATIONAL GRID, UTILITY MARKOUTS SURVEYED BY DELTA ENGINEERS, ARCHITECTS, AND LAND SURVEYORS IN 2012, AND SUPPLEMENTAL PRE-DESIGN INVESTIGATION COMPLETED BY BROWN AND CALDWELL IN 2014.
6. LOCATIONS OF UTILITIES SHOULD BE CONSIDERED APPROXIMATE AND THE LOCATION OF UTILITIES MAY DIFFER FROM THAT SHOWN ON DESIGN DRAWINGS.
7. MAPPING OF UTILITIES MAY OR MAY NOT BE COMPLETE AND UTILITIES SHOWN MAY OR MAY NOT BE ACTIVE OR DECOMMISSIONED. CONTRACTOR SHALL VERIFY THE UTILITY PRESENCE/LOCATION BEFORE STARTING THE BUILDING DEMOLITION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH DIG SAFELY NY; PHONE NUMBER: 911; WEBSITE: WWW.DIGSAFELYNEWYORK.COM.
9. UTILITIES THAT ARE TO REMAIN ACTIVE SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE WORK OR TEMPORARILY ISOLATED AND RE-ESTABLISHED AT THE COMPLETION OF WORK IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS AND REQUIREMENTS OF THE UTILITY COMPANIES.
10. ESTIMATED DEMOLITION QUANTITIES ARE BASED ON INFORMATION PRESENTED IN "LETTER REPORT SUMMARIZING PURCELL STORAGE BUILDING SURVEYS, WATERTOWN, NEW YORK" PREPARED BY AECOM, DATED DECEMBER 2016. EXACT QUANTITIES SHALL BE FIELD VERIFIED. BUILDING FLOOR SLAB TO REMAIN AFTER COMPLETION OF BUILDING DEMOLITION.
11. REFER TO "LETTER REPORT SUMMARIZING PURCELL STORAGE BUILDING SURVEYS, WATERTOWN, NEW YORK" PREPARED BY AECOM, DATED DECEMBER 2016 FOR EXTERIOR AND INTERIOR PHOTOGRAPHS OF THE BOAT BARN BUILDING.
12. CONTRACTOR SHALL REMAIN WITHIN THE LIMIT OF WORK AT ALL TIMES AND ENTER AND EXIT THE SITE AS INDICATED ON THE SITE PLAN.
13. BUILDING MATERIALS, INCLUDING, BUT NOT LIMITED TO, TIMBERS, ROOF, SIDE WALLS, AND BRICK SHALL BE REMOVED AND DISPOSED OF OFF-SITE. CONCRETE FLOOR AND CONCRETE FOUNDATIONS SHALL REMAIN. RAISED FLOOR AREAS SHALL REMAIN IF CONSTRUCTED OF CONCRETE.
14. CONTRACTOR SHALL CUT AND CAP UTILITIES PRIOR TO START OF DEMOLITION WORK IN ACCORDANCE WITH REQUIREMENTS OF UTILITY COMPANIES.
15. NEW FENCE TO BE INSTALLED IN LOCATION SHOWN AND IN ACCORDANCE WITH SPECIFICATION. FENCE HEIGHT SHALL BE 6 FEET.



May 18, 2017 - 2:01 pm
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 aguita



BROWN AND CALDWELL ASSOCIATES
 ENVIRONMENTAL ENGINEERING AND CONSULTING
 2 PARK WAY, SUITE 2A UPPER SADDLE RIVER, N.J. 07458

WARNING: IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7209(2) FOR ANY PERSON, UNLESS HE/SHE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY. IF THIS ITEM BEARING THE SEAL OF AN ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DESIGNED:	
DRAWN:	
CHECKED:	
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APPROVED:	

EXTERNAL REFERENCE FILES	
Basemap_Topo-Bdry_Srvy.dwg	
Former_Structure.DWG	
Investigation_Area.DWG	
Sample_Locations_map-C3D.DWG	
TBlock-building_demo.dwg	

ADAM R. SHERMAN
 PROFESSIONAL ENGINEER
 N.Y. LICENSE NO. 087306

DATE

REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.
	0	ISSUED FOR BID	RP	04/27/17	AS

NIAGARA MOHAWK POWER CORPORATION
 D/B/A NATIONAL GRID
 300 ERIE BOULEVARD WEST
 SYRACUSE, NEW YORK 13202

SITE PLAN

BOAT BARN BUILDING DEMOLITION
 WATERTOWN (ENGINE STREET) FORMER MGP SITE
 WATERTOWN, NEW YORK

FILENAME	C-001.dwg
BC PROJECT NUMBER	145806
CLIENT PROJECT NUMBER	
DRAWING NUMBER	C-001
SHEET NUMBER	1 OF 1

July 11, 2017

To: The Honorable Mayor and City Council

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

Subject: Adopting the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2017

Each year, the City is required by the U.S. Department of Housing and Urban Development (HUD) to submit an Annual Action Plan that details the proposed uses of the City's Community Development Block Grant (CDBG) funding. Typically, the plan is required to be submitted by May 15, which is 45 days prior to the start of the new fiscal year. HUD was delayed in announcing CDBG funding allocations until late June and advised the City not to submit our plan until our exact funding allocation was known. In a letter received on June 26, 2017, HUD informed the City that our annual funding allocation for Program Year (PY) 2017 would be \$819,505. This amount is \$18,183 more than the City received for PY 2016.

As the City Council will recall, the proposed Annual Action Plan was developed with extensive community outreach and input. Staff conducted outreach efforts with local constituency groups, presented an overview of the program and discussed project priorities at the February 13, 2017 City Council work session and conducted a public meeting at Hilltop Towers on February 28, 2017. Additionally, the City Council held a public hearing on March 6, 2017 to solicit public comments regarding the development of funding priorities and projects to be included in the plan.

Based upon the consultation with local organizations and agencies, community outreach, and priorities of the City Council, Staff prepared the draft plan and published it March 25, 2017. A 30-day public comment period for the plan was held between March 26, 2017 and April 24, 2017 after a notice of the comment period was published in the *Watertown Daily Times*. Staff received no comments during the 30-day comment period.

Now that the public comment period has concluded and HUD has notified the City of the funding allocation for PY 2017, the plan has been finalized. The only changes to the plan were an update of the summary of public comments section on page 5, and updates to Section AP-15 "Expected Resources" and Section AP-38 "Project Summary" located on page 27 and 38, respectively. The only changes to AP-15 and AP-38 were updates to the overall grant funding amount and updates to the specific project budgets, based on HUD's allocation to the City.

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

CDBG Program Year 2017-2018 Budget

Sources

Program Year 2017 Entitlement Grant	\$819,505.00
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Total Funds Available for Allocation	\$819,505.00
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Proposed Uses

Owner Occupied Rehab Program	\$256,100.00
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Rental Housing Rehab Program	\$102,400.00
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Homebuyer Program	\$128,000.00
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Near East Target Area Demolition Project	\$102,400.00
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Near East (Huntington St.) Sidewalk Project Phase 3	\$77,000.00
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ADA Accessible Ramp Construction Project Phase 3	\$49,200.00
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Bus Shelter Installation and Replacement	\$10,200.00
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Point-In-Time Outreach & Education Initiative	\$8,200.00
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Fair Housing Education Project	\$4,100.00
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WCSD Backpack Program	\$5,100.00
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ADA Transition Plan Data Collection and Analysis	\$30,700.00
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Program Administration	\$46,105.00
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Total Funds Proposed for Allocation	\$819,505.00
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Now that the Annual Action Plan has been finalized, the City Council must adopt it so that Staff can submit it to HUD prior to August 16, 2017, the statutory deadline for the submission of plans.

A resolution has been drafted for City Council consideration that adopts the Annual Action Plan for Program Year 2017 and authorizes its submission to HUD.

RESOLUTION

Page 1 of 2

Adopting the City of Watertown's
Community Development Block
Grant (CDBG) Program Annual Action
Plan for Program Year 2017

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

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

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

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

WHEREAS Staff conducted outreach efforts with local constituency groups, presented an overview of the program and discussed project priorities at the February 13, 2017 City Council work session and conducted a public meeting at Hilltop Towers on February 28, 2017, and

WHEREAS the City Council held a public hearing on March 6, 2017 to solicit public comments regarding the development of funding priorities and projects to be included in the plan, and

WHEREAS a draft of the Program Year 2017 Annual Action Plan was completed and published on March 25, 2017, and

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

WHEREAS a 30-day public comment period for the plan was held starting on March 26, 2017 after a notice of the comment period was published in the *Watertown Daily Times*, and

RESOLUTION

Page 2 of 2

Adopting the City of Watertown's
Community Development Block
Grant (CDBG) Program Annual Action
Plan for Program Year 2017

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

WHEREAS the plan was finalized after the 30-day public comment period and after receiving the funding allocation from HUD,

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the City of Watertown's CDBG Annual Action Plan for Program Year 2017 and authorizes the submission of the plan to HUD which allocates the CDBG funds as follows:

Owner Occupied Rehab Program	\$256,100.00
Rental Housing Rehab Program	\$102,400.00
Homebuyer Program	\$128,000.00
Near East Target Area Demolition Project	\$102,400.00
Near East (Huntington St.) Sidewalk Project Phase 3	\$77,000.00
ADA Accessible Ramp Construction Project Phase 3	\$49,200.00
Bus Shelter Installation and Replacement	\$10,200.00
Point-In-Time Outreach & Education Initiative	\$8,200.00
Fair Housing Education Project	\$4,100.00
WCSD Backpack Program	\$5,100.00
ADA Transition Plan Data Collection and Analysis	\$30,700.00
Program Administration	\$46,105.00
Total	\$819,505.00

Seconded by



Community Development Block Grant Entitlement Communities Program

**Annual Action Plan
Program Year 2017**

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

Adopted July 17, 2017

Executive Summary

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

1. Introduction

This document represents the City of Watertown's Annual Action Plan for Program Year 2017 for the City's Community Development Block Grant (CDBG) Program. The City became an Entitlement Community under the CDBG Program for the first time in 2014 and developed a two-year Consolidated Plan to start the program. Last year, the City developed its first five-year Consolidated Plan, which was written in conjunction with the North Country Home Consortium's (NCHC) Consolidated Plan. The NCHC represents a three county area consisting of Jefferson, Lewis and St. Lawrence counties and receives annual funding from the HOME Investment Partnership program. This plan is the second Annual Action Plan that has been developed using the five-year Consolidated Plan that covers Program Years 2016-2020.

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

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

For 2017, the City's Annual Action Plan will continue to emphasize the three primary goals identified in our Consolidated Plan, which are Neighborhood Stabilization and Revitalization, Affordable Housing Rehabilitation and Homeownership Assistance. The City's lower priority goals of Fair Housing Education, Homeless Assistance and Public Services Support will also be addressed in our plan through a variety of projects, but at a much smaller funding level than the higher priority needs.

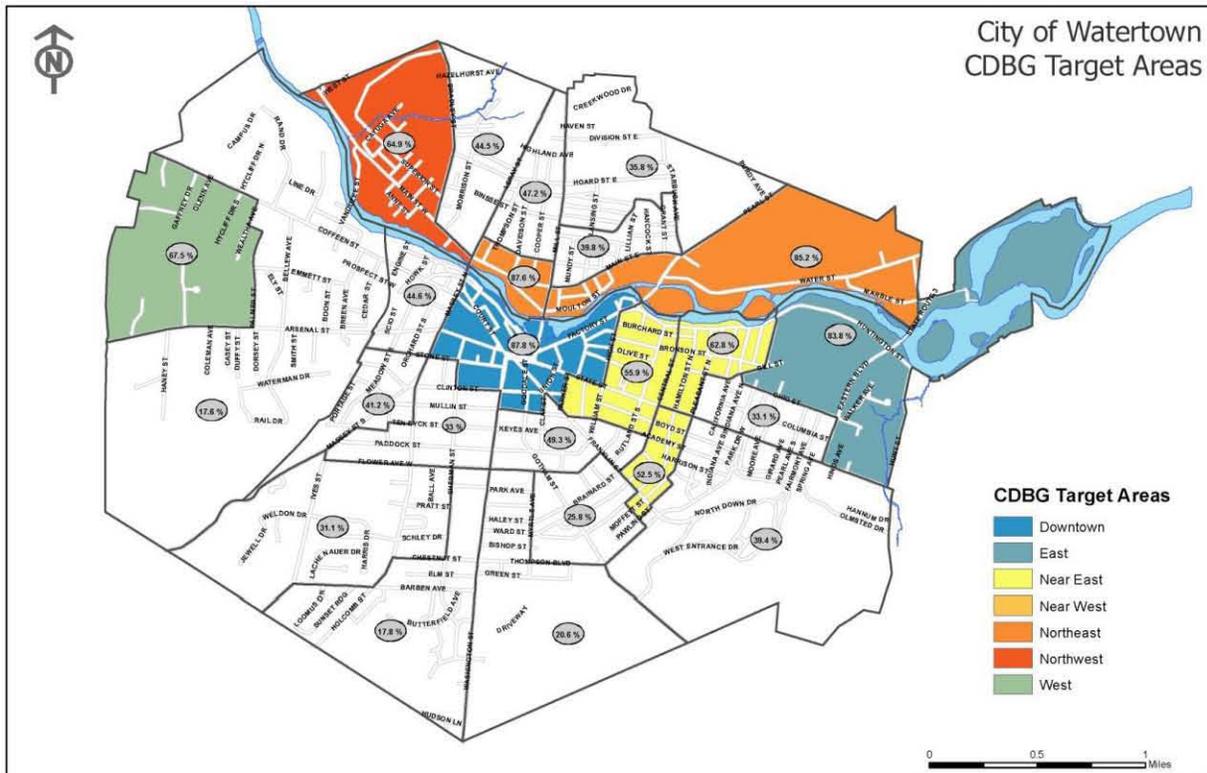
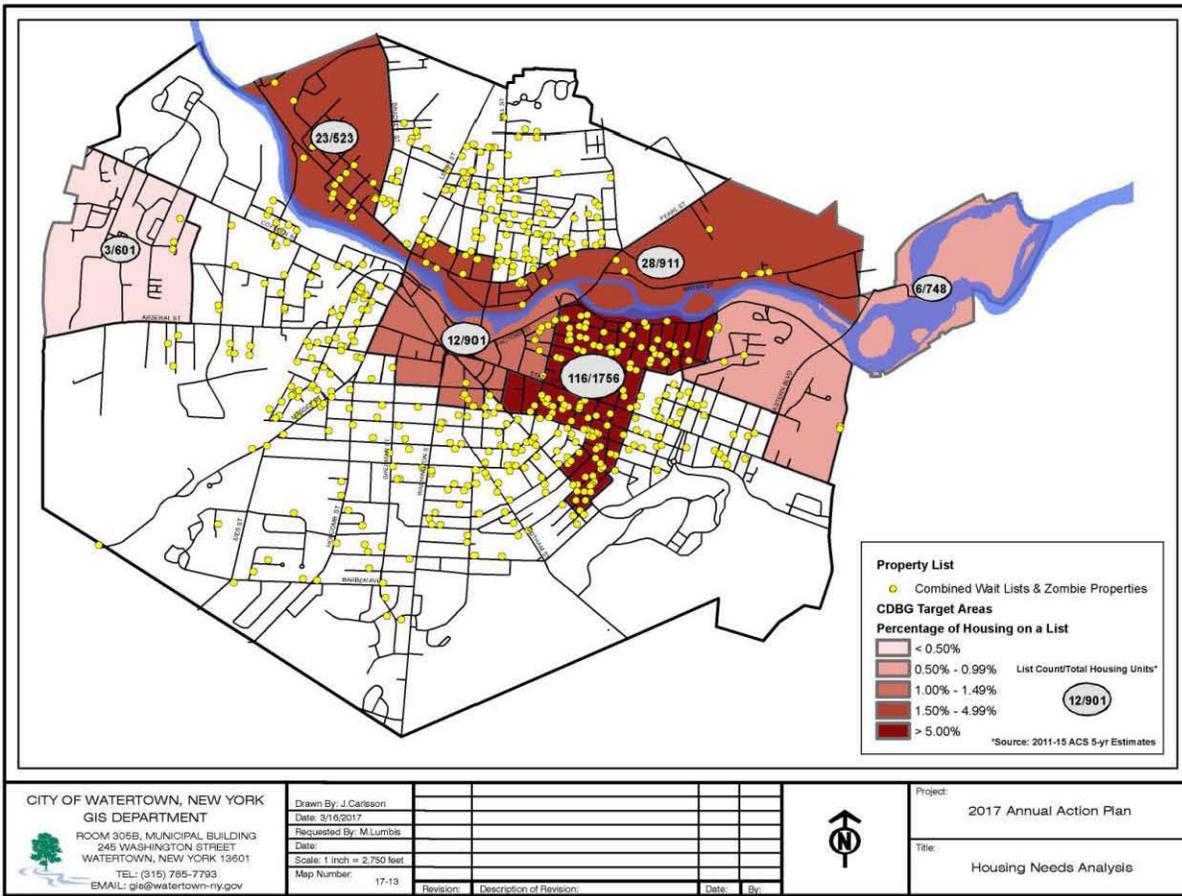
The projects that have been identified to fulfill the three primary goals include an owner-occupied housing rehabilitation program, a rental housing rehabilitation program, a homebuyer program, demolitions of blighted buildings, sidewalk and ADA sidewalk ramp reconstruction and the construction of bus shelters. To accomplish our lower priority goals, the City plans to assist the homeless with the Point-In-Time Outreach and Education Initiative, provide Fair Housing Education and assist the Watertown City School District's Backpack program that helps feed families in need.

Planning and Administration will also be included in the plan and will consist of a planning study to collect existing conditions data on the City's accessible sidewalk ramps and to analyze the data and write the first section of the City's ADA Transition Plan. The Annual Action Plan will also include funding for the overall administration of the CDBG Program.

2. Summarize the objectives and outcomes identified in the Plan

The City has decided to continue to concentrate its CDBG Program for Program Year 2017 on four high priority needs; decent affordable housing, homeownership, public infrastructure improvements and blight elimination. These needs address three important goals from our Consolidated Plan: neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The City will also address several of our lower priority needs including fair housing education, support of public services and homeless prevention.

The City has identified six neighborhoods where the majority of the residents have low and moderate incomes (LMI) and have designated these areas as local target areas. Most of the neighborhoods are residential in nature although some have small commercial pockets. During discussions regarding the CDBG Program, the City Council indicated a desire to focus on one geographic area of the City for Program Year 2017 to make our CDBG Program efforts more impactful and visible. To determine the area within the City where the need may be the greatest, the City conducted a mapping analysis of the housing needs in the various target areas that looked at the number of vacant and abandoned homes, and the number of property owners who have applied for CDBG funding through our owner occupied and rental housing rehabilitation programs. The analysis revealed that the highest number of locations per target area and greatest need was in the Near East Target Area. (See the map below) This area of the City has some of the oldest housing stock and it is reasonable that this area would have a higher housing rehabilitation need as compared to other target areas. In addition to housing, the City has identified a vast need for infrastructure improvements and blight removal in the Near East Target Area. The City is therefore proposing to target this area for improvements in the 2017 Annual Action Plan.



3. Evaluation of past performance

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

During the first three years as a CDBG Entitlement Community, the City has had success with the implementation of a number of neighborhood stabilization and revitalization initiatives and affordable housing rehabilitation projects. The City has completed several infrastructure improvements including sidewalk construction projects and the replacement of ADA ramps. Our owner-occupied and rental housing rehabilitation programs are now underway and we have assisted with the rehabilitation of two large multi-family housing developments.

4. Summary of Citizen Participation Process and consultation process

The citizen participation process for the City's CDBG Annual Action Plan for Program Year 2017 included extensive outreach to a number of different organizations and individuals throughout the community. The City began by contacting numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City contacted adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

The citizen participation process also involved holding a public meeting on February 28, 2017 at the Watertown Housing Authority's Hilltop Towers Building to encourage citizen participation in the planning process for the City's CDBG program. Staff gave citizens an overview of the CDBG program, discussing what activities were eligible and ineligible for CDBG funding. City Staff facilitated group discussions where members of the public were encouraged to share their own ideas and help identify priorities and areas of concern. Citizens then produced a list of proposed project ideas and a list of challenges facing the City. Citizens were then given the option of voting on their favorite at the end of the public meeting.

Staff also participated in several meetings and phone calls to continue to seek input and discuss the needs of the community related to housing, infrastructure improvements, public services, homelessness and planning.

The City Council also held a public hearing on March 6, 2017 to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.

After seeking this input, a draft Annual Action plan was published and a 30-Day public comment period was held in order to gather additional input from citizens. The 30-Day public comment period lasted from March 26, 2017 to April 24, 2017.

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

5. Summary of public comments

During the development of the Annual Action Plan, City Planning Staff received many valuable suggestions through our consultations, public meetings and through our meetings with the City Council. The suggestions ranged from broad project ideas to specific ideas for particular neighborhoods or geographic areas. General goals and objectives suggested for inclusion into the City's Annual Action Plan included improving housing conditions and public facilities, improving transportation, improving neighborhoods and cleaning up blight. Specific project ideas suggested included improving the City's housing stock through owner occupied and rental rehab programs, continuing a homebuyer program and including more sidewalk improvement and ADA ramp projects. Additionally a demolition project was proposed by the Salvation Army to eliminate blight in the Near East Target Area. Other specific project ideas included providing assistance to the Watertown City School District Backpack Program and assisting the Points North Housing Coalition with the Point-In-Time Count of homeless in the area. As noted above, the City's 2017 Annual Action Plan was available for public comments during a 30-day public comment period that was held between March 26, 2017 and April 24, 2017 after a notice of the comment period was published in the *Watertown Daily Times*. Staff received no comments on the plan during the 30-day comment period.

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

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

The first was a request from the Watertown Urban Mission to support their Housing Program with the purchase of air mattresses and smoke and carbon monoxide detectors. Unfortunately, this project would not be eligible for funding as the purchase of furnishings and personal property is ineligible under CDBG.

The second comment came from City Council members who inquired about the possibility of using CDBG funds for the reconstruction of the Thompson Park Pool. Staff reviewed this project for eligibility. However, it was determined that the project was not an eligible use of CDBG funds as the service area for the pool was not in a location that had at low-to-moderate income population of at least 51 percent.

The third comment was a request from City Council members regarding the use of CDBG funds for Code Enforcement. While the costs incurred for inspection for code violations and enforcement of codes in

deteriorated areas are eligible, the City Council agreed not to include this in our Annual Action Plan for this year. The City Council decided that if there was interest in using CDBG funds for this purpose, that Staff should research and develop a plan for implementation in the coming year regarding costs, determine exactly how the inspections and code enforcement has to be tied to improvements at specific properties and how the program overall would have to be conducted to ensure that we are in compliance with all applicable regulations. Further discussions regarding this issue will occur in the coming year.

As mentioned above, all of the comments and suggestions that were received were considered by the City and many of the project specific ideas could possibly be implemented under one or more of the City goals and/or strategies. Many of the suggestions have been included in our plan however, there were a few that were not included due to eligibility concerns or because additional planning needs to be completed before moving forward with the ideas.

7. Summary

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

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

Planning and Administration will also be included in the plan and will consist of a planning study to collect existing conditions data on the City's accessible sidewalk ramps and to analyze the data and write the first section of the City's ADA Transition Plan. The Annual Action Plan also includes funding for the overall administration of the program.

In an effort to make our CDBG Program efforts more impactful and visible, the City Council has decided to focus on one geographic area of the City. The Near East Target Area will be the focus of our efforts. The housing rehabilitation, homebuyer program, demolition, sidewalk and ADA ramp projects and one of two proposed bus shelters will be targeted for this area.

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

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

Agency Role	Name	Department/Agency
CDBG Administrator	WATERTOWN	Planning Department

Table 1 – Responsible Agencies

Narrative

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

Consolidated Plan and Annual Action Plan Public Contact Information

Michael A. Lumbis, Planning and Community Development Director

City of Watertown

245 Washington Street, Room 304

Watertown, NY 13601

mlumbis@watertown-ny.gov

Tel: (315) 785-7740

Fax: (315) 785-7829

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

1. Introduction

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

The City also held a public meeting to encourage citizen participation in the planning process for the City's Community Development Block Grant program. Citizens were given an overview of the CDBG program, discussing what activities were eligible and ineligible for CDBG funding. City Staff facilitated group discussion where members of the public were encouraged to share their own ideas and help identify opportunities and challenges within the City.

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

The Watertown Housing Authority (WHA) is the only public housing authority in the City of Watertown. The WHA was consulted in the development of the Consolidated Plan and provided data on tenant characteristics, waiting lists, notable deficiencies and unmet needs. This information was incorporated into the Consolidated Plan. Lewis County Opportunities administers the Housing Choice Voucher Program in the City and was also consulted while developing the Consolidated Plan and provided important information regarding the HCV program, number of households assisted, waiting lists and shortfalls in capacity. Both of the agencies were also contacted and were asked to provide input in the development of the 2017 Annual Action Plan.

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

the development of the plan. The Strategic Planning Committee was recently formed with the intent of writing a three year plan to identify the goals and objectives of the Coalition.

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

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

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ACR Health
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017
2	Agency/Group/Organization	City of Watertown Citizens Advisory Board
	Agency/Group/Organization Type	Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Citizens Advisory Board is a group of business and community leaders that serves in an advisory role to the City on a number of different issues and topics including community development, housing and economic development. Initial contact was made to the members of CAB via email on February 17, 2017. The email asked members to consider what they felt the City needed to improve in the areas of housing, public facilities, public services, and economic development. Planning Staff then gave a presentation to the members on March 14, 2017, asking for additional input on the 2017 program. Members felt very strongly that projects should focus on neighborhood revitalization. By focusing on a target area, CDBG funds would have the greatest impact. They felt projects should focus on rehabilitation of housing in the chosen target area.

3	Agency/Group/Organization	Catholic Charities - Diocese of Ogdensburg
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
4	Agency/Group/Organization	Community Action Planning Council of Jefferson County
	Agency/Group/Organization Type	Housing Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
5	Agency/Group/Organization	Development Authority of the North Country (DANC)
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly meets with representatives of DANC to coordinate efforts of the CDBG and North Country HOME Consortium programs. Contact was also made via email on February 17, 2017 asking for additional input on the upcoming program.
6	Agency/Group/Organization	JEFFERSON COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
7	Agency/Group/Organization	Jefferson County Public Health
	Agency/Group/Organization Type	Services-Health Other government - County

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
8	Agency/Group/Organization	Jefferson County DSS
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
9	Agency/Group/Organization	Jefferson County Office for the Aging
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
10	Agency/Group/Organization	LEWIS COUNTY OPPORTUNITIES, INC
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
11	Agency/Group/Organization	Jefferson County Planning Department
	Agency/Group/Organization Type	Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly coordinates with representatives of the Planning Department as part of the North Country HOME Consortium program and CDBG programs. Contact was also made via email on February 17, 2017.
12	Agency/Group/Organization	NEIGHBORS OF WATERTOWN
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Neighbors of Watertown is the subrecipient for the City's CDBG housing programs. Regular contact is made with them on the status of those projects as well as future needs. Numerous meetings were held and emails exchanged to discuss the 2017 program and needs for the coming year.
13	Agency/Group/Organization	Northern New York Community Foundation
	Agency/Group/Organization Type	Business Leaders Civic Leaders Business and Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
14	Agency/Group/Organization	Northern Regional Center for Independent Living
	Agency/Group/Organization Type	Services-Persons with Disabilities Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.

15	Agency/Group/Organization	Town of Pamelaia
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
16	Agency/Group/Organization	Transitional Living Services of Northern NY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
17	Agency/Group/Organization	Watertown Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017. Additionally, a public meeting was held at one of the WHA housing complexes to get input on needs and strategies for the upcoming program year.
18	Agency/Group/Organization	Watertown Local Development Corporation
	Agency/Group/Organization Type	Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
19	Agency/Group/Organization	Watertown Urban Mission
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017. Additionally, Watertown Urban Mission submitted a request for CDBG funds to support their Housing Program with the purchase of air mattresses and smoke and carbon monoxide detectors. Unfortunately, this project would not be eligible for funding as the purchase of furnishings and personal property is ineligible under CDBG.
20	Agency/Group/Organization	Lucy's House
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
21	Agency/Group/Organization	North Country Family Health Center
	Agency/Group/Organization Type	Services-Health

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
22	Agency/Group/Organization	Fort Drum Regional Health Planning Organization
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
23	Agency/Group/Organization	Town of LeRay
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
24	Agency/Group/Organization	Credo Community Center for the Treatment of Addiction
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
25	Agency/Group/Organization	Disabled Persons Action Organization
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
26	Agency/Group/Organization	Points North Housing Coalition
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly attends the Points North Housing Coalition meetings. Once again this year, the City received a request for assistance in a joint Point in Time outreach and education initiative. The initiative would involve a small marketing campaign consisting of television and newspaper advertisements in the weeks preceding the annual Point in Time Count of the homeless population. The advertising would raise awareness of the homeless problem in the area, promote the PIT count and encourage people to attend one of the PIT events being sponsored by the PNHC. It would also offer those attending a chance to find out about homeless services in addition to being included in the PIT count.
27	Agency/Group/Organization	Jefferson County Industrial Development Agency
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
28	Agency/Group/Organization	Town of Watertown
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Contact was made via email on February 17, 2017.
29	Agency/Group/Organization	Salvation Army
	Agency/Group/Organization Type	Services-homeless

<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Contact was made via email on February 17, 2017. The City received a request from the Watertown Salvation Army (WSA) to assist with this proposed project that would allow them to expand their existing community programs and improve the community centered elements of the existing building. The project would be a multi-year, phased project with the acquisition of the property located at 715-717 State Street and demolition of three structures on the parcel making up Phases 1 and 2. Phase 3 would consist of the creation of additional parking and green space for children’s programs. Phase 4 of the project would involve the expansion of the WSA building to accommodate a larger kitchen and community room. Staff has evaluated this project and has determined that assisting the WSA with the demolition of the structures, after they acquire them, would be the best way in which to use CDBG funding to support the project.</p>

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

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

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

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

Table 3 - Other local / regional / federal planning efforts

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

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

The citizen participation process for the City of Watertown's CDBG 2017 Annual Action Plan included extensive outreach to a number of different organizations and individuals throughout the community. The City began by contacting numerous public and private agencies that provide assisted housing, health and social services, homeless services, child welfare services and other agencies that serve the low to moderate income population in the City. The City contacted adjacent units of local government and local economic development agencies to obtain input on non-housing community development needs and priorities.

On the evening of February 28, 2017, the City Planning Department held a public meeting at the Hilltop Towers public housing complex to encourage citizen participation in the planning process for the City's Community Development Block Grant program. Planning Staff gave attendees an overview of the CDBG program, discussed what activities were eligible and ineligible for CDBG funding, and facilitated group discussion where members of the public were encouraged to share their own ideas and help identify priorities and areas of concern.

The week following the public meeting, the City Council held a public hearing on March 6, 2017 to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.

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

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

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Local Public Agencies	On February 17, 2017, the City sent an email to several local agencies, previously identified in our Citizen Participation Plan, notifying them that the City was beginning the process of preparing our Annual Action Plan. The email requested input, either by email, by phone, in writing or in person, on the City's needs and the community's desires relative to housing, homelessness, public facilities, infrastructure, public services, economic development and planning. The email also notified the recipients that a public hearing had been scheduled for March 6, 2017. Over 25 agencies were contacted as part of this outreach effort.	The City received comments from three agencies; Jefferson County Public Health Services (JCPHS), the Points North Housing Coalition (PNHC) and the Watertown Urban Mission. The latter two agencies communicated their comments to the City via the North Country Behavioral Healthcare Network & Management Services. JCPHS suggested a program that replaces old windows in city homes including rental units. PNHC asked the City to continue funding the Point-In-Time Count Outreach and Education Initiative, which advertises "Home of Your Own" events on the night of PNHC's Point-in-Time Count of the area's homeless population. The Watertown Urban Mission suggested purchasing air mattresses for their housing program to help with the bed bug issue and smoke and carbon monoxide detectors for their housing program.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Residents of Public and Assisted Housing	On the evening of February 28, 2017, Planning Staff held a public meeting at Hilltop Towers located in the City's Northeast Target Area. Approximately 20 people attended the meeting, all but two of whom were residents of the complex.	Residents overwhelmingly identified public transportation as the greatest challenge and top priority during group discussions. Other issues identified included poor condition of sidewalks, blighted housing, homelessness, inadequate disability accommodations and inadequate lighting in certain parts of the City. The most popular project idea that residents identified was extending bus routes and operating hours, as well as installing more shelters. Other project ideas included a lead paint abatement program, building a new community center that would include child care, as well as continuing to implement current programs, such as the City's homebuyer program, housing rehabilitation programs and ADA ramp upgrades.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/ broad community	On the evening of March, 6, 2017, City Council held a public hearing in Council Chambers at City Hall to obtain input from citizens, involved agencies and interested persons on activities to be included in the Annual Action Plan.	In addition to Council members and Staff, two members of the public spoke at the public hearing. Both members of the public spoke in favor of funding a planned expansion of the Salvation Army facility on State Street. A Council Member suggested using funds to rehabilitate the Thompson Park swimming pool. However, other Council Members stated that rehabilitating the pool would not be an eligible use of CDBG funds.	All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Advisory Board	Citizen Community Leaders	<p>On March 14, 2017, Planning Staff gave a presentation on the CDBG program to members of the Watertown Citizens Advisory Board (CAB), a group of private and public-sector community leaders, and requested members' input on the program. Approximately 15 CAB members attended this meeting.</p>	<p>The CAB members in attendance generally supported the projects proposed for the 2017 Annual Action Plan. The most significant consensus that emerged from this meeting was a desire to focus the CDBG program's efforts on one Target Area. CAB members wanted to create a focus area to create more visible cumulative effects. As a result of this meeting and previous discussion with the City Council, the City chose the Near East Target Area as a Focus Area for the 2017 Program Year.</p>	<p>All comments were considered in the preparation of the draft plan and were reviewed by the City to determine common and recurring themes to help establish priorities and projects for the plan.</p>	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

The City of Watertown is receiving funds from the CDBG program as an Entitlement Community for the fourth year. The City’s timeline for writing the draft 2017 Annual Action Plan preceded an award letter from HUD that outlined the available funding amount for the CDBG Program for 2017. In drafting the proposed plan, the City utilized an anticipated budget of \$800,000. This amount was the approximate amount that the City received in FY 2016 (the actual was \$801,332). On June 26, 2017 HUD informed the City of our actual funding amount of \$819,505. The table below and the individual project budgets in Section AP-38, Project Summary, have been updated accordingly. The individual project budgets were finalized based on the contingency plan that is outlined below.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	819,505	0	0	819,505	2,400,000	This is the City's annual allocation from HUD for the CDBG program. Years 3-5 assume funding levels of \$800,000 per year.

Table 5 - Expected Resources – Priority Table

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

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

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

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

Discussion

The City of Watertown will be starting its fourth year as an Entitlement Community under the CDBG program. The city still has unspent funds from the previous years but expects to continue to draw down that funding and complete several projects by the end of Program Year 2017.

As noted above, while developing the proposed 2017 Annual Action Plan, the City utilized an anticipated budget of \$800,000. This amount is the approximate amount that the City received in Program Year 2016. After HUD informed the City of our actual funding amount for 2017, the individual project budgets were updated according to the contingency plan outlined below.

The draft Annual Action Plan that was published for public review and comment proposed that if the funding allocated to the City was greater than the \$800,000 that was anticipated, each of the individual project budgets would proportionally increase from the estimated funding levels to match the actual allocation.

The draft plan also proposed that if the funding allocated to the City was less than the \$800,000 that was anticipated, the City proposed the following contingency plans:

1. If the amount allocated is equal to 20 percent or less than the anticipated budget, each of the individual project budgets will proportionally decrease from the estimated funding levels to match the actual allocation. The exception will be the Near East (Huntington St.) Sidewalk Project Phase 3, which will remain unchanged. The reduction that would have come from the sidewalk project will be applied to the budget for the ADA Accessible Sidewalk Ramp Construction Project Phase 3. The anticipated accomplishments for each of the projects will be reduced accordingly. For example, if the funding for the Owner Occupied Rehabilitation Program is reduced by 20 percent from \$250,000 to \$200,000, the number of homes rehabilitated will be reduced by 20 percent from a total of 9 to 7.

2. If the amount allocated is more than 20 percent less than the anticipated budget, the City proposes to reduce the budgeted amount for the Homebuyer Program from \$125,000 to \$25,000 and the budgeted amount for the ADA Accessible Sidewalk Ramp Construction Project Phase 3 from \$48,000 to \$16,000. To account for the remaining difference after the first two reductions, each of the remaining individual project budgets will proportionally decrease from the estimated funding levels. In this scenario, the anticipated accomplishments for the Homebuyer Program will be reduced from 5 families to 1 and from 16 to 4 for the Sidewalk Ramp Construction Project. The accomplishments for the remaining projects will be adjusted accordingly based on the final project budget amounts.

Since HUD informed the City that our annual funding allocation for Program Year (PY) 2017 would be greater than the \$800,000 that was anticipated, each of the individual project budgets were increased proportionally as noted above. The increase to each project budget over what was proposed is approximately 1.02%. The percentage increase was applied to each proposed project budget amount and then rounded to the nearest one hundred dollars. The updated project budgets are reflected in Section AP-38, Project Summary.

Annual Goals and Objectives

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

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Neighborhood Stabilization and Revitalization	2016	2020	Non-Housing Community Development	Near East	Public Infrastructure Improvements Blight Elimination	CDBG: \$238,800	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1568 Persons Assisted Buildings Demolished: 3 Buildings
2	Affordable Housing Rehabilitation	2016	2020	Affordable Housing	Downtown Near East East Northeast Northwest West	Decent Affordable Housing	CDBG: \$358,500	Rental units rehabilitated: 4 Household Housing Unit Homeowner Housing Rehabilitated: 8 Household Housing Unit
3	Homeownership Assistance	2016	2020	Affordable Housing	Downtown Near East East Northeast Northwest West	Homeownership	CDBG: \$128,000	Direct Financial Assistance to Homebuyers: 5 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Fair Housing Education	2016	2020	Fair Housing	Downtown Near East East Northeast Northwest West	Fair Housing Education	CDBG: \$4,100	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
5	Homeless Assistance	2016	2020	Homeless	Downtown Near East East Northeast Northwest West	Homeless Prevention	CDBG: \$8,200	Homelessness Prevention: 10 Persons Assisted
6	Public Services Support	2016	2020	Non-Homeless Special Needs	Downtown Near East East Northeast Northwest West	Support of Public Services	CDBG: \$5,100	Public service activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Planning and Administration	2016	2020	Planning and Administration	Downtown Near East East Northeast Northwest West	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention	CDBG: \$76,805	Other: 1 Other

Table 6 - Goals Summary

Goal Descriptions

1	Goal Name	Neighborhood Stabilization and Revitalization
	Goal Description	Low and moderate income neighborhoods will be improved through the construction of public infrastructure improvements and the elimination of blighting influences in target areas. Examples of public infrastructure projects include, but are not limited to, sidewalk and street reconstruction, utilities, neighborhood facilities, facilities for persons with special needs and handicapped accessibility projects. Blight elimination includes the demolition of buildings in target areas or other areas in order to stop the spread of blighting influences throughout the City.
2	Goal Name	Affordable Housing Rehabilitation
	Goal Description	Rehabilitate owner-occupied and rental properties for low and moderate income persons, with an emphasis on those properties that will contribute to neighborhood stabilization and revitalization.
3	Goal Name	Homeownership Assistance
	Goal Description	Provide homeownership assistance to low and moderate income families to increase the number of owner occupied households and to help stabilize and revitalize neighborhoods throughout the City.
4	Goal Name	Fair Housing Education
	Goal Description	Reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training and technical assistance.

5	Goal Name	Homeless Assistance
	Goal Description	Support the Points North Housing Coalition, the local Continuum of Care, and other local agencies that are working to prevent homelessness.
6	Goal Name	Public Services Support
	Goal Description	Support agencies that are working to address social issues and concerns within the community.
7	Goal Name	Planning and Administration
	Goal Description	Planning and administration of the grant.

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

For Program Year 2017, the City plans to address the three primary goals identified in our Consolidated Plan, which are neighborhood stabilization and revitalization, affordable housing rehabilitation and homeownership assistance. The City's lower priority goals of fair housing education, homeless assistance and public services support will also be addressed in our plan through a variety of projects but at a much smaller funding level than the higher priority needs.

The City has identified the following projects to fulfill the three primary goals that the City plans to address this year: an owner-occupied housing rehabilitation program, a rental housing rehabilitation program, a homebuyer program, demolitions of blighted buildings, sidewalk and ADA sidewalk ramp reconstruction and the construction of bus shelters. To accomplish our lower priority goals the City plans to assist the homeless with the point-in-time outreach and education initiative, provide fair housing education and assist the Watertown City School District's backpack program that helps feed families in need.

Planning and administration will also be included in the plan and will consist of a planning study to collect existing conditions data on the City's accessible sidewalk ramps and to analyze the data and write the first section of the City's ADA Transition Plan. The Annual Action Plan will also include funding for the overall administration of the CDBG Program.

#	Project Name
1	Owner-Occupied Housing Rehabilitation 2017
2	Rental Housing Rehabilitation Program 2017
3	Homebuyer Program 2017
4	Near East Target Area Demolition Project
5	Near East (Huntington St.) Sidewalk Project - Phase 3
6	ADA Accessible Ramp Construction Project Phase 3
7	Bus Shelter Installation and Replacement 2017
8	Point-in-Time Outreach and Education Initiative 2017
9	Fair Housing Education Project 2017
10	Watertown City School District Backpack Program 2017
11	Program Administration
12	ADA Transition Plan - Existing Conditions Data Collection and Analysis

Table 8 – Project Information

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

The majority of the funds for this year have been allocated to the four highest priority needs identified in our Consolidated Plan. The highest priority needs are decent affordable housing, home ownership assistance, public infrastructure improvements and blight elimination. These needs were identified during our public participation and outreach efforts as those areas on which we should focus our efforts.

During discussions regarding the CDBG Program, the City Council indicated a desire to focus on one geographic area of the City for Program Year 2017 to make our CDBG Program efforts more impactful and visible. To determine the area within the City where the need may be the greatest, the City conducted a mapping analysis of the housing needs in the various target areas, looking at the number of vacant and abandoned homes, and the number of property owners who have applied for CDBG funding through our owner occupied and rental housing rehabilitation programs. The analysis revealed that the highest number of locations per target area and greatest need was in the Near East Target Area. See the map in the Executive Summary section of this plan. This area of the City has some of the oldest housing stock and it is reasonable that this area would have a higher housing rehabilitation need as compared to other target areas. In addition to housing, the City has identified a vast need for infrastructure improvements and blight removal in the Near East Target Area. The City is therefore proposing to target this area for improvements in the 2017 Annual Action Plan.

The real obstacle to addressing underserved needs is not having enough funding.

AP-38 Project Summary

Project Summary Information

1	Project Name	Owner-Occupied Housing Rehabilitation 2017
	Target Area	Downtown Near East East Northeast Northwest West
	Goals Supported	Neighborhood Stabilization and Revitalization Affordable Housing Rehabilitation
	Needs Addressed	Decent Affordable Housing
	Funding	CDBG: \$256,100
	Description	The owner-occupied housing rehabilitation program will provide rehabilitation assistance for substandard 1-to-4 unit owner-occupied properties within the City.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that approximately 8 low to moderate income families will be assisted with 2017 funds.
	Location Description	The Near East Target Area will be the primary focus area for the project. Other target areas and locations throughout the City of Watertown will also be considered based on the need of the participating homeowners.
	Planned Activities	Loans and/or grants will be offered to low and moderate income homeowners to rehabilitate their 1-4 unit homes.

2	Project Name	Rental Housing Rehabilitation Program 2017
	Target Area	Downtown Near East East Northeast Northwest West
	Goals Supported	Neighborhood Stabilization and Revitalization Affordable Housing Rehabilitation
	Needs Addressed	Decent Affordable Housing
	Funding	CDBG: \$102,400
	Description	The Rental Rehabilitation Program will provide rehabilitation assistance to substandard renter occupied properties within the City.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 4 low to moderate income families will be assisted with this program.
	Location Description	The Near East Target Area will be the primary focus area for the project. Other target areas and locations throughout the City of Watertown will also be considered based on the need of the participating homeowners.
	Planned Activities	Grants and/or loans will be offered to property owners to rehabilitate their rental units.

3	Project Name	Homebuyer Program 2017
	Target Area	Downtown Near East East Northeast Northwest West
	Goals Supported	Neighborhood Stabilization and Revitalization Homeownership Assistance
	Needs Addressed	Homeownership
	Funding	CDBG: \$128,000
	Description	This project will provide grants to assist qualified low-to-moderate income individuals or households with down payment assistance toward the purchase of a new home. The project is designed to increase the opportunity for home-ownership throughout the City, with an emphasis on our CDBG target areas.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that approximately 5 low-to-moderate income families will be assisted with this project.
	Location Description	The Near East Target Area will be the primary focus area for the project. Other target areas and locations throughout the City of Watertown will also be considered based on the need of the applicants.
	Planned Activities	The Homebuyer Program will provide grants to assist qualified low-to-moderate income individuals or households with down payment assistance toward the purchase of a new home.

4	Project Name	Near East Target Area Demolition Project
	Target Area	Near East
	Goals Supported	Neighborhood Stabilization and Revitalization
	Needs Addressed	Blight Elimination
	Funding	CDBG: \$102,400
	Description	This project will involve the demolition of three blighted structures on the property located at 715-717 State Street in the Near East Target Area. The property is adjacent to the Watertown Salvation Army. The project will remove blight and will facilitate the redevelopment of the neighborhood. The Watertown Salvation Army has future plans to improve and stabilize the neighborhood through the expansion of its existing community programs. This will be accomplished through the creation of additional parking and green space for children’s programs and an expansion of the Watertown Salvation Army building to accommodate a larger kitchen and community room.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	The project will take place within the Near East Target Area at 715-717 State Street.
	Planned Activities	Three buildings located on the parcel will be demolished.

5	Project Name	Near East (Huntington St.) Sidewalk Project - Phase 3
	Target Area	Near East
	Goals Supported	Neighborhood Stabilization and Revitalization
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$77,000
	Description	The Near East (Huntington St.) Sidewalk Project - Phase 3 consists of sidewalk reconstruction along Huntington Street, between Hamilton Street N and Lee Street. The intent of the project is to improve pedestrian infrastructure in this area by reconstructing the sidewalks to provide safe and ADA accessible sidewalks. The third phase of sidewalk reconstruction is planned to occur along the 700-900 blocks of Huntington Street. The second phase of sidewalk reconstruction is planned to occur along the 1000-1200 blocks of Huntington Street, breaking ground in 2017. Phase 2 will improve sidewalks that are in extremely poor condition which will provide easier and improved accessibility to Waterworks Park. The first phase occurred along the 1300-1600 blocks of Huntington Street and eliminated a gap in the sidewalk network.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 355 low to moderate-income (LMI) families will benefit from the proposed project based on the number of families in the Block Groups and the LMI percentage for the Block Groups that the project covers.
	Location Description	The proposed sidewalk reconstruction will occur in the 700-900 blocks of Huntington Street, between Hamilton Street N and Lee Street. This area is located in the City's Near East Target Area in Census Tract 612, Block Group 3 as well as Census Tract 621, Block Group 2. Census Tract 612, Block Group 3, is characterized as having a low to moderate income population of 62.8 percent while Census Tract 621, Block Group 2 is characterized as having a low to moderate income population of 55.9 percent.
Planned Activities	The City is proposing the reconstruction of approximately 1,200 linear feet of sidewalk along the south side of the 700-900 blocks of Huntington Street.	

6	Project Name	ADA Accessible Ramp Construction Project Phase 3
	Target Area	Near East
	Goals Supported	Neighborhood Stabilization and Revitalization
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$49,200
	Description	This project involves public infrastructure improvements consisting of ADA sidewalk ramp construction in various locations throughout the Near East Target Area, which is the City's Focus Area for the 2017 Program Year. Plans call for constructing ADA sidewalk ramps at the intersections of several streets. The project will provide 16 new accessible ramps in locations where either none currently exist or where the existing ramps do not comply with the current ADA PROWAG requirements. This project will help to meet an important non-housing community development need identified in the City's Consolidated Plan which is to ensure pedestrian safety by providing for the safe movement of the elderly and disabled by installing the accessible ramps. This is the third phase of this project.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 480 low to moderate income families will benefit from the proposed project based on the total number of families and LMI percentages in the Block Groups that make up the Near East Target Area. However, the primary beneficiaries of the project will be the elderly and severely disabled persons who reside in or utilize the areas where the improvements are proposed. It is difficult to accurately estimate the number of elderly and severely disabled persons who will ultimately utilize the improvements.
	Location Description	The project will take place at various intersections in the Near East Target Area, which is the City's Focus Area for the 2017 Program Year.
Planned Activities	The City proposes to construct 16 ADA accessible sidewalk ramps in the Near East Target Area that will serve to remove barriers and enhance the mobility of, and accessibility to, severely disabled persons. The work will consist of constructing ramps, landings, curbing, sidewalk transitions, as well as installing tactile warning plates and other related work.	

7	Project Name	Bus Shelter Installation and Replacement 2017
	Target Area	Near East East
	Goals Supported	Neighborhood Stabilization and Revitalization
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$10,200
	Description	This project consists of installing two new bus shelters along the Watertown CitiBus System's A-1 route that services the East and Near East Target Areas, the latter of which the City identified as its Focus Area for the 2017 Program Year, and the former of which overlays a Block Group that is 83.8 percent LMI, the fourth-highest percentage of any Block Group in the City.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 133 low to moderate income families will benefit from the proposed activities. The primary beneficiaries will be residents that live within walking distance of the proposed shelters.
	Location Description	The two project locations will be along the Watertown CitiBus System's A-1 Bus Route within the East and Near East Target Areas.
	Planned Activities	The City proposes install two new bus shelters along the A-1 Bus Route within the East and Near East Target Areas. This particular bus route stops at several multifamily apartment complexes, community nonprofits, shopping destinations and religious institutions within these Target Area. The two locations chosen for new bus shelters will be locations that have primarily residential service areas within walking distance of the shelters.

8	Project Name	Point-in-Time Outreach and Education Initiative 2017
	Target Area	Downtown, Near East, East, Northeast, Northwest, West
	Goals Supported	Homeless Assistance
	Needs Addressed	Homeless Prevention
	Funding	CDBG: \$8,200
	Description	The Point-In-Time Outreach and Education Initiative involves the implementation of a small marketing campaign consisting of television and newspaper advertising to be run through the month of January 2018, in the weeks preceding the annual Point-In-Time (PIT) Count of homeless. The PIT Count is conducted annually by the Points North Housing Coalition (PNHC). The advertising campaign would raise awareness of the homeless problem in the area, promote the PIT Count and encourage people to attend one of several "Home of Your Own" events being sponsored by the PNHC. The events would be staffed by volunteers and partner agencies from the PNHC and would offer those attending a chance to find out about homeless services in addition to being included in the PIT Count.
	Target Date	1/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that ten homeless families will be assisted through this project.
	Location Description	The project will take place throughout the City of Watertown.
Planned Activities	A small marketing campaign consisting of television, radio, newspaper and internet advertising will be conducted in advance of the annual Point-in-Time (PIT) count. The PIT is done by the Points North Homeless Housing Coalition (PNHC) to count the number of persons homeless on the HUD selected date in January. The advertising campaign will raise awareness of the homeless problem in the area, promote the PIT count and encourage people to attend one of several "Home of Your Own" events being sponsored by the PNHC. The events would be staffed by volunteers and partner agencies from the PNHC and would offer those attending a chance to find out about homeless services in addition to be included in the PIT count.	

9	Project Name	Fair Housing Education Project 2017
	Target Area	Downtown Near East East Northeast Northwest West
	Goals Supported	Fair Housing Education
	Needs Addressed	Fair Housing Education
	Funding	CDBG: \$4,100
	Description	The City of Watertown proposes to undertake a Fair Housing Education Project aimed at informing citizens of their Fair Housing rights and educating staff. This informational campaign will include, but not necessarily be limited to advertising and outreach, as well as in-person teaching sessions. Lack of knowledge of Fair Housing rights on the part of both tenants and housing providers was identified as an impediment in the City's Analysis of Impediments to Fair Housing. This education and outreach program will help to increase awareness and understanding of Fair Housing rights in the community.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 25 families will benefit from the proposed project.
	Location Description	The project will take place throughout the City of Watertown.
	Planned Activities	The project will consist of an informational campaign to include advertising and outreach, as well as in-person teaching sessions.

10	Project Name	Watertown City School District Backpack Program 2017
	Target Area	Downtown, Near East, East, Northeast, Northwest, West
	Goals Supported	Public Services Support
	Needs Addressed	Support of Public Services
	Funding	CDBG: \$5,100
	Description	This project will provide funding for the Watertown City School District (WCSD) Backpack Program. The Backpack Program provides impoverished children and their families with a backpack full of food each Friday so they have food to eat over the weekend. This enables them to be better prepared and ready to learn when the new school week starts. The long term goals of the program include improving scores, attendance, graduation rates, etc. . The program is currently being carried out at Starbuck and Ohio Elementary schools, where the poverty rates for the buildings are 77% and 73%, respectively. The program is currently run entirely on donations made to a backpack fund set up at the United Way, which allows for the purchase of food through the CNY Foodbank. Volunteers from the community raise funds for the purchase of food, which is packed into bags each Wednesday by students and volunteers. The program provides approximately 120 backpacks each week during the school year, and the district would like to expand the program into one or two other elementary schools to meet the need.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 35 low to moderate income families will be assisted through this program, over the course of 40 weeks.
	Location Description	The program will service the elementary schools throughout the City.
	Planned Activities	The Watertown City School District Backpack Program will provide food for 35 students and their families at Ohio Elementary each week for 40 weeks during the school year.

11	Project Name	ADA Transition Plan - Existing Conditions Data Collection and Analysis
	Target Area	Downtown, Near East, East, Northeast, Northwest, Near West, West
	Goals Supported	Planning and Administration
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$30,700
	Description	The City of Watertown proposes to apply CDBG funds toward the preparation of an ADA Transition Plan. Specifically, the City proposes to use CDBG funds to pay for the labor costs of four interns that the City plans to hire to perform data collection on sidewalk ramps located throughout the City during the summer months of 2017 and 2018. The City also proposes to use CDBG funds to pay for Staff time spent during the winter months analyzing the existing conditions data that the interns collect, creating maps and writing the first phase of an ADA Transition Plan. The ADA Transition Plan will allow us to develop priorities and properly plan future ADA ramp reconstruction that we currently implement using CDBG funding.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Any family with a disabled family member will benefit from the proposed activity. However, the Census Bureau measures disability data by individual, not by family or household. According to the 2010 Census, there are 6,450 total families living in the City of Watertown. If the Citywide disability rate of 15.0 percent is applied to this number, then 968 families in the City have a disabled family member. Therefore, the City estimates that 968 families will benefit from the proposed activity.
	Location Description	The activities will take place at intersections throughout the City of Watertown.

	<p>Planned Activities</p>	<p>The City proposes to use CDBG funds to pay for the labor costs of four interns that will collect data that the City will use in its ADA Transition Plan. The City will task the interns with obtaining various measurements, such as running slope, cross slope, ramp width and landing width, as well as note the presence or absence of detectable warnings and any vertical obstructions. City Staff will then analyze this existing conditions data and cross reference it with location trip generation data to assign priority levels to future ramp reconstruction projects. This product of this project will be a plan that will guide improvements that will help disabled persons Citywide. According to 2011-2015 American Community Survey 5-Year Estimates, there are approximately 3,811 people with a disability living in the City of Watertown.</p>

12	Project Name	Program Administration
	Target Area	Downtown Near East East Northeast Northwest West
	Goals Supported	Planning and Administration
	Needs Addressed	Decent Affordable Housing Homeownership Public Infrastructure Improvements Blight Elimination Economic Development Fair Housing Education Support of Public Services Homeless Prevention
	Funding	CDBG: \$46,105
	Description	This project is for the administration of the CDBG Program.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	This covers wherever the CDBG funds will be spent.
	Planned Activities	The City will administer the CDBG Program.

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

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

The City will focus its housing rehabilitation and homebuyer programs in the Near East Target Area for Program Year 2017, but will also include various locations in the other target areas or elsewhere within the City of Watertown if there is a higher priority need. The Near East Demolition Project, the Near East (Huntington St.) Sidewalk Project Phase 3 and the ADA Accessible Ramp Project will also be focused on the Near East Target Area. The Bus Shelter Project will focus on both the Near East and East Target Areas.

The Point-In-Time Outreach and Education Initiative, the Fair Housing Education Project and the Watertown City School District Backpack Program will be City-wide initiatives.

Geographic Distribution

Target Area	Percentage of Funds
Downtown	5
Near East	65
East	5
Northeast	10
Northwest	10
Near West	0
West	5

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City Council has decided to focus on one geographic area of the City to make our CDBG Program efforts more impactful and visible. An analysis of housing and infrastructure improvements needs revealed that the greatest need was in the Near East Target Area. The City will therefore focus our efforts in that geographic area of the City this year.

This area is an older area of the City and much of the housing stock and infrastructure is over 100 years old. The housing stock and infrastructure are therefore in need of improvement.

Discussion

The Near East Target Area will be the focus of the City's housing and infrastructure improvements this year. This infrastructure work, coupled with housing rehabilitation work, means that the City will spend a large percentage of the funds in this area.

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

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

The homebuyer program will provide grants to assist qualified low-to-moderate income individuals or households with down payment assistance toward the purchase of a new home. These individuals and families would not be able to afford a home without the program. The owner-occupied and rental rehabilitation housing programs will also help to maintain affordable housing in the community. The owner-occupied program will help rehabilitate eight homes, while the rental rehabilitation program will help rehabilitate four housing units.

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

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

Planning Staff has also involved members of the City's GIS Department in spatial analyses related to planning efforts for the CDBG program. Planning Staff will continue working to familiarize GIS Staff with

the CDBG program so that the GIS Department can make the best contributions possible to the City's administration of the CDBG program.

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

As part of our 2017 Annual Action Plan, the City is partnering with the Points North Housing Coalition on the Point-In-Time Outreach and Education Initiative to bring awareness to and to help end homelessness in the community. The City will also partner with CNY Fair Housing to deliver a Fair Housing Education Project during the 2017 Program Year. The City will continue to strive to find ways to help improve cooperation between the public and private entities that comprise its partner organizations

Discussion

In addition to the actions listed above, the City will direct funding toward infrastructure replacement and new infrastructure construction. This will include sidewalks, bus shelters and ADA sidewalk ramps. The City will also direct funding towards a demolition project aimed at eliminating blight in the Near East Target Area, which is the City's Focus Area for the 2017 Program Year. In addition to standard program administration activities, the City also proposes to apply CDBG funding towards planning activities that will help to create an ADA Transition Plan for the City of Watertown.

Program Specific Requirements

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

Introduction

Since the City only recently became an Entitlement Community under the CDBG program and we have not yet implemented any of our housing programs that would generate income, we do not have any program income from our housing programs to report in this section.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

We expect that nearly 80 percent of the available funds for the program year will benefit low and moderate income persons. We will use a 1-year period to determine the overall benefit for Program Year 2017.

City of Watertown Citizen Participation Comments Program Year 2017 Annual Action Plan

As part of the development of the City of Watertown's Community Development Block Grant (CDBG) Program Annual Action Plan for Program Year 2017, the City conducted extensive outreach throughout the community. The City's consultation efforts included outreach to organizations and individuals throughout the community including citizens, municipal officials, the public housing authority, governmental agencies, non-profit agencies, economic development officials and the Continuum of Care. The City made initial contact via email with over twenty five organizations. Following the initial email outreach, City Staff participated in several follow up meetings and conference calls with interested agencies and individuals and attended a work session meeting with the City Council to continue to seek input and discuss the needs of the community related to housing, homelessness, public facilities, infrastructure improvements, public services, economic development and planning.

During this initial consultation phase, the City received comments from several agencies including the Jefferson County Public Health Services (JCPHS), the Points North Housing Coalition (PNHC) and the Watertown Urban Mission. JCPHS suggested a program that replaces old windows in city homes including rental units. PNHC asked the City to continue funding the Point-In-Time Count Outreach and Education Initiative, which advertises "Home of Your Own" events on the night of PNHC's Point-in-Time Count of the area's homeless population. The Watertown Urban Mission suggested purchasing air mattresses for their housing program to help with the bed bug issue and smoke and carbon monoxide detectors for their housing program.

The citizen participation process also involved holding a public meeting on February 28, 2017 at the Watertown Housing Authority's Hilltop Towers Building. Staff gave citizens an overview of the CDBG program, discussing what activities were eligible and ineligible for CDBG funding and facilitated group discussions where members of the public were encouraged to share their own ideas and help identify priorities and areas of concern. Citizens then produced a list of proposed project ideas and a list of challenges facing the City. Citizens were then given the option of voting on their favorite idea at the end of the public meeting.

At the public meeting, residents overwhelmingly identified public transportation as the greatest challenge and top priority during group discussions. Other issues identified included poor condition of sidewalks, blighted housing, homelessness, inadequate disability accommodations and inadequate lighting in certain parts of the City. The most popular project idea that residents identified was extending bus routes and operating hours, as well as installing more shelters. Other project ideas included a lead paint abatement program, building a new community center that would include child care, as well as continuing to implement current programs, such as the City's homebuyer program, housing rehabilitation programs and ADA ramp upgrades.

The City Council also held a public hearing on March 6, 2017 to obtain input. In addition to Council members and Staff, two members of the public spoke at the public hearing. Both members of the public spoke in favor of funding the demolition of blighted buildings adjacent to the Salvation Army facility on State Street.

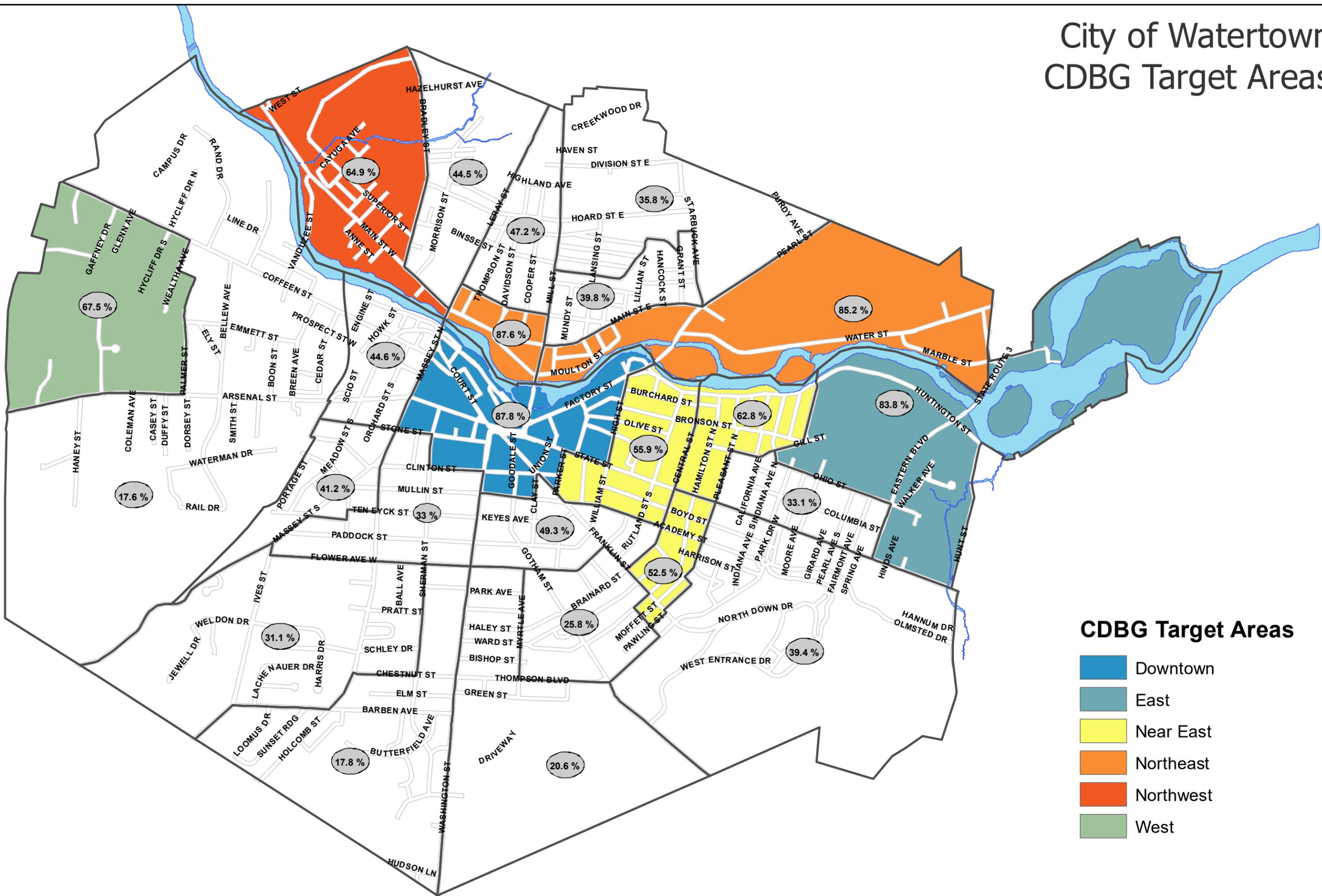
Staff also discussed the CDBG Program and the proposed Annual Action Plan at a meeting of the Citizens Advisory Board (CAB) on March 14, 2017. The CAB members in attendance generally supported the projects proposed for the 2017 Annual Action Plan. The most significant consensus that emerged from this meeting was a desire to focus the CDBG program's efforts on one Target Area. CAB members wanted to create a focus area to create more visible cumulative effects. As a result of this meeting and previous discussion with the City Council, the City chose the Near East Target Area as a Focus Area for the 2017 Program Year.

During the development of the Annual Action Plan, City Planning Staff received many valuable suggestions through our consultations, public meetings and through our meetings with the City Council. The suggestions ranged from broad project ideas to specific ideas for particular neighborhoods or geographic areas. General goals and objectives suggested for inclusion into the City's Annual Action Plan included improving housing conditions and public facilities, improving transportation, improving neighborhoods and cleaning up blight. Specific project ideas suggested included improving the City's housing stock through owner occupied and rental rehab programs, continuing a homebuyer program and including more sidewalk improvement and ADA ramp projects. Additionally a demolition project was proposed by the Salvation Army to eliminate blight in the Near East Target Area. Other specific project ideas included providing assistance to the Watertown City School District Backpack Program and assisting the Points North Housing Coalition with the Point-In-Time Count of homeless in the area.

Finally, the City's 2017 Annual Action Plan was made available for public comments during a 30-day public comment period that was held between March 26, 2017 and April 24, 2017 after a notice of the comment period was published in the *Watertown Daily Times*. Staff received no comments on the plan during the 30-day comment period. While no public comments were received during that time period, many valuable comments were received during the development of the Annual Action Plan as a result of our consultation and outreach efforts.

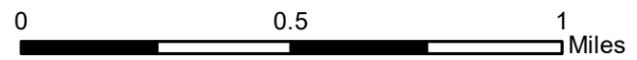
The citizen participation process was extremely beneficial as it identified some community needs that were previously unknown and reinforced findings from previous years' public meetings. This allowed the City to develop its Annual Action Plan accordingly.

City of Watertown CDBG Target Areas



CDBG Target Areas

- Downtown
- East
- Near East
- Northeast
- Northwest
- West



Res No. 6

July 12, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Pop Warner Football Association Flat Fee Agreement

Attached is an Agreement for Flat Fee Use of Athletic Fields between the City of Watertown and the Watertown Pop Warner Association for the 2017 season. This Agreement includes all practices.

This Agreement represents a \$50 increase for practices and a \$125 game day fee for games at the Fairgrounds.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will be available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee Use of Athletic Fields, Pop Warner Football Association

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates numerous athletic fields throughout the City, and

WHEREAS the Pop Warner Football Association has expressed their desire to enter into an Agreement for Flat Fee Use of Athletic Fields for practice events, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at these community recreational facilities,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Flat Fee Use of various City-owned Athletic Fields between the City of Watertown and the Pop Warner Football Association, 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 said Agreement on behalf of the City of Watertown.

Seconded by

CITY OF WATERTOWN

AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS

This Agreement by and between the City of Watertown, with an address of 245 Washington Street, Watertown, New York 13601 (“City”) and the Watertown Pop Warner Association, with an address of 726 Hancock St. Watertown, NY 13601 (“League”) dated this 1st day of August, 2017.

RECITALS

WHEREAS, for a number of years, Association has scheduled the use of City-owned athletic fields at the Kostyk Field for practice events, which previous to this year did not require a fee; and

WHEREAS, the payment of the fees listed in Section A320 of the City Code of the City of Watertown would prove to be cost-prohibitive for Association; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

AGREEMENT

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2017 season;
2. The fee to be charged the Association by the City for the use of the fields for practices, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2017, shall be \$1300.00. The Association will be charged \$125.00 for game-days on multi-purpose #1. There will be an additional charge of \$50.00 if lights are used.
3. The fee shall be payable as follows:
 - a. 100% in advance of the first field usage;
4. The undersigned individuals, signing for the Association, shall ultimately be personally responsible to the City for payment of the fees.
5. It is explicitly understood by the Association that this agreement pertains to practice events on the City-owned fields, North Junior Fields. If Association is found to be practicing on any other City-owned athletic

fields without prior approval of the Parks & Recreation Department, the Association will no longer be able to utilize City-owned fields.

POP WARNER FOOTBALL LEAGUE

By: John Flowers
President-Pop Warner

CITY OF WATERTOWN

By: Sharon Addison
City Manager



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



Date: July 12, 2017
To: Ms. Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Pop Warner Youth Football

The City of Watertown Parks and Recreation Department wishes to enter into a flat fee agreement with Watertown Pop Warner Football.

The team will be using City fields at North Elementary for practices 4 days a week beginning August 1, 2017. Superintendent Gardner is proposing a flat fee for practices of \$1300.00 which is an increase from \$1250.00 last year. In the event they play their games at the Fairgrounds, Superintendent Gardner is proposing a \$125.00 game day fee. All payments will be collected in advance of the first field usage.

Superintendent Gardner will be in attendance to answer any questions.

Res No. 7

July 12, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Agreement for Rental of Ice Time at the Watertown Municipal
Arena, Watertown Minor Hockey Association

For years, the City of Watertown and the Watertown Minor Hockey Association have entered into an Agreement that allows their organization to rent ice time at the City-owned Municipal Arena. As noted in the attached report from Superintendent Erin Gardner, the City will now charge the Association \$80.00 per hour for ice time which represents a \$10 increase from last year.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will be available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a Municipal Arena, and

WHEREAS the Watertown Minor Hockey Association expressed their desire to enter into an Agreement for ice time at the Municipal Arena to support their programs, and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Minor Hockey Association, 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 said Agreement on behalf of the City of Watertown.

Seconded by

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of September 18, 2017 or a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

INTRODUCTION

WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the ice arena is a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the ice arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that public purpose, the City desires to grant ice time for the 2016-17 ice season to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and the Watertown Minor Hockey Association agree as follows:

AGREEMENT

SECTION I – TERM

The term of this agreement shall be from September 18, 2017 (the anticipated first day of ice in the Arena) through April 22, 2018.

SECTION II – PROPERTY

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, locker rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and Hockey Association agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Hockey Program at the property by the Hockey Association, and that this agreement may not be assigned by the Hockey Association to any other person or entity.

SECTION IV – COMPENSATION

- A. It is understood that the Association will pay \$80.00 per hour for all ice time where there is no admission charged to the public. The Association will pay \$150.00 per hour when admission is charged to the public.
- B. It is understood that payment by the Association must be made by the 1st day of the month for that month's scheduled ice time.
- C. It is understood that the Association will use limited ice time in the month of April, 2018.
- D. The Association will have use of the party room for minor hockey registration and end of the season awards/banquet. The Association will also be permitted to bring in their own food/beverage for these events limited only to Minor Hockey Members.
- E. The Association will have use of coach's office room #127 as indicated on Exhibit (A), for the period of one year beginning on September 18, 2017, for a fee of \$500.00
- F. The Hockey Association will be permitted to continue to utilize space within the Arena for storage of hockey-related equipment for a period of 1 year beginning September 18, 2017. Property stored on City property must be insured and proof of property coverage must be submitted to the City by September 18th, 2017. The City will not be responsible for holding insurance coverage on the Association's equipment.

SECTION V – ICE TIME

- A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:30 a.m. to 1:05 p.m.; 3:10 p.m. to 6:10 p.m.
Monday	6:00 p.m. to 8:30 p.m.
Tuesday	4:40 p.m. to 7:25 p.m.; 9:00 p.m. to 10:00 p.m.

Thursday	5:05 p.m. to 7:05 p.m.
Saturday	7:30 a.m. to 1:05 p.m. 4:40 p.m. to 7:30 p.m.** 4:40 p.m. to 6:50 p.m.***

**Saturday ice will extend to 7:30 p.m. when no Semi-pro or Professional game is scheduled.

*** Saturday ice time will end at 6:50 p.m. when the Semi-pro or Professional team have a scheduled home game.

B. In addition to the time listed above the City will set aside the additional times requested by the Hockey Association that include:

Day of the Week	Time of Day
Saturday	6:30 a.m. to 7:30 a.m.
Columbus Day	6:35 a.m. to 10:35 a.m.
Veterans' Day	6:35 a.m. to 10:35 a.m.
Wednesday before Thanksgiving	6:35 a.m. to 10:35 a.m.
Friday after Thanksgiving	6:35 a.m. to 10:35 a.m.
Christmas School vacation	6:35 a.m. to 10:35 a.m.
Martin Luther King Day	6:35 a.m. to 10:35 a.m.
Winter School vacation	6:35 a.m. to 10:35 a.m.

It is understood by the parties that the 6:30 a.m. to 7:30 a.m. time slots on Saturdays and 6:35 to 7:30 time slots on the other specified days are set aside for the use by the Hockey Association, as listed above. However, because of low utilization during that time slot, the Hockey Association will notify the City, one week in advance when they will use the ice between 6:30 a.m. and 7:30 a.m. on Saturdays or 6:35 a.m. and 7:30 a.m. on the other specified days.

C. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours notice. The City at that point shall have the option to resell the ice time without affecting this contract. If the City is able to sell the ice time, the Association will be reimbursed the time. If the Association gives the Parks and Recreation Office a 7 day advance written notice that they will not use their scheduled ice time, the Association will not be billed for that time. Scheduled time missed without notification to the Parks and Recreation office will not be reimbursed.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's

Day and Easter and therefore no ice time will be available and time missed will not be reimbursed.

E. The Hockey Association agrees to give up ice time and allow for annual events such as all local High School Hockey Games and for Watertown Figure Skating Club's annual testing session, exhibition and show, Fort Drum Army Hockey and any Semi-professional or Professional hockey games.

G. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event, the Hockey Association will use their own scheduled ice time first before canceling another group's time.

H. The Association is permitted to host other area youth hockey associations during their schedule ice times providing the visiting association is named on the certificate of liability insurance.

G. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

H. Any additional time requested by the Hockey Association above and beyond the ice time slots listed in Section V of this Agreement, will be billed in accordance with the rates established in the City Code Section A320-4, Schedule of Fees.

SECTION VI – MAINTENANCE

A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Hockey Association's commencement of any activities on the premises.

B. The Hockey Association shall procure and maintain Worker's 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 Franchisee under the laws of the State of New York.

SECTION VIII – HOLD HARMLESS

The Hockey Association shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from 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 the Hockey Association's operation, use or occupation of the premises, or by or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

SECTION IX – TERMINATION

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

- A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.
- B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

SECTION X – NO RECOURSE

The Hockey Association acknowledges and agrees that the premises may be subject to being shut down for any number of reasons including down time for structural repairs, and the Hockey Association agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

- A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.
- B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

SECTION XIII ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, 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 in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

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:

City Manager
245 Washington Street
Watertown, New York 13601

Association:

Watertown Minor Hockey Association
P.O. Box 371
Watertown, New York 13601

IN WITNESS WHEREOF, the City and the Hockey Association have caused this agreement to be executed by the parties and is to be effective as of September 18, 2017.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: _____
David Cushman, Board President



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Date: July 12, 2017
To: Ms. Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Watertown Minor Hockey Association Ice Agreement

Attached for City Council review and consideration is the agreement between the City of Watertown and the Watertown Minor Hockey Association.

This year the City will charge the Association \$80.00 per hour for ice time. Last year the Association was charged \$70.00 per hour. Prior to the renovations to the arena, the City met with the Association to inform them that once the renovations were complete, the hourly rate would be increasing incrementally by \$10.00 per year until the hourly rate reached \$100.00 per hour. The plan to incrementally increase the fees was also agreed to by Council at that time. The City of Watertown is working very closely with the Association to ensure that the 2017-2018 ice hockey season is successful.

Superintendent Gardner will be in attendance at the meeting to answer any questions Council Members may have.

Res No. 8

July 12, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Agreement for Rental of Ice Time at the Watertown Municipal Arena,
Figure Skating Club of Watertown

The City of Watertown has negotiated an Agreement with the Figure Skating Club of Watertown that allows their organization to rent ice time at the Municipal Arena. As noted in the attached report from Superintendent Erin Gardner, the City will now charge \$80.00 per hour for ice time which represents a \$10 increase from last year.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will be available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

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

WHEREAS the Figure Skating Club of Watertown expressed their desire to enter into an Agreement for rental of ice time at the Fairgrounds Arena to support their programs, and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Figure Skating Club of Watertown, 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 said Agreement on behalf of the City of Watertown.

Seconded by

**AGREEMENT FOR RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of September 18, 2017 for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "City") and the Figure Skating Club of Watertown (the "Club"), P. O. Box 411; Watertown, NY 13601.

INTRODUCTION

WHEREAS the City of Watertown is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the Municipal Arena is a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Municipal Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City of Watertown, and

WHEREAS in pursuit of that public purpose, the City of Watertown desires to grant ice time for the 2016-17 ice season to the Figure Skating Club of Watertown for the operation, management and maintenance of a figure skating program for the use of the people in the community wanting to learn and improve figure skating skills, and

WHEREAS in pursuit of this valid public purpose, the City of Watertown desires to enter into an Agreement for the bulk rental of ice time provided by §A320-4 of the City Code,

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City of Watertown and the Figure Skating Club of Watertown agree as follows:

AGREEMENT

SECTION I – TERM

The term of this agreement shall be from September 18, 2017 (the anticipated first day of ice in the Arena) through April 22, 2018.

SECTION II – PROPERTY

The City agrees to permit the Club to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, and changing rooms. The City grants the Club the right of ingress and egress over municipal property to the extent necessary to operate the figure skating program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and the Club agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Figure Skating Program at the property by the Club, and that this agreement may not be assigned by the Club to any other person or entity.

SECTION IV – COMPENSATION

- A. It is understood that the Club will pay \$80.00 per hour for all ice time where there is no admission charge to the public. The Club will pay \$150.00 per hour when admission is charged to the public.
- B. It is understood that payment by the Club must be made by the 1st day of the month for that month's scheduled ice time.
- C. The City will allow the Club to provide food during the competition and show during their annual competition, for judges and coaches only. However, the City-owned concession stand shall be the sole source of food and drink within the Municipal Arena at all other times. Additionally, the Club will be permitted to engage in fundraising activities at the competition and show during the dates selected for their Annual Figure Skating Show and their Annual Figure Skating Competition.
- D. The Club will have use of coach's office room #124 as indicated on Exhibit (A), for the period of one year beginning on September 18, 2017, for a fee of \$500.00
- E. The Club will have use of the party room for their Board Meetings which are conducted during a time in which the Club has paid for ice time.
- F. The Club will have use of 2 tables and 4 chairs for the season.

SECTION V – ICE TIME

- A. The City will provide the Club annual ice time slots that are set aside for the organization each season. These times include:

Day of the Week	Time of Day
Monday	2:45 p.m. to 5:45 p.m.
Wednesday	4:40 p.m. to 7:10 p.m.
Friday	2:45 p.m. to 6:50 p.m.
Saturday	3:00 p.m. to 4:30 p.m.

- B. In the event ice time is not needed, an advance courtesy call shall be made with at least 72 hours notice. The City at that point shall have the option to resell the ice time without affecting this contract. If the City is able to sell the ice time, the Club will be reimbursed the time. Scheduled time missed without notification to the Parks and Recreation office will not be reimbursed.
- C. The Club recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter and therefore no ice time will be available and time missed will not be reimbursed.

D. The Figure Skating Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

E. The Club agrees to give up ice time and allow for annual events such as all local high school hockey games, Minor Hockey tournaments, and Semi-Professional or Professional hockey games. The City will make every effort to schedule these events outside the times reserved for the Club. In the event that the Club is directed to give up ice time for a scheduled event, the City will work with the Club to schedule alternative ice time.

SECTION VI – MAINTENANCE

A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

A. The Club agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. The Club's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. The Club shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to the Club's commencement of any activities on the premises.

B. The Club shall procure and maintain Worker's 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 Club under the laws of the State of New York. Proof of this insurance must be provided to the City no later than September 15, 2017.

SECTION VIII – HOLD HARMLESS

The Club shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from 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 the Club's operation, use or occupation of the premises, or by or resulting from any act or omission of the Club, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting the Club's obligations under this paragraph.

SECTION IX – TERMINATION

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

- A. Violation by the Club of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.
- B. This Agreement may also be terminated by the City for the Club's failure to comply with any of the provisions of the agreement.

SECTION X – NO RECOURSE

The Club acknowledges and agrees that the premises may be subject to being shut down for any number of reasons including down time for structural repairs, and the Club agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

- A. The City and the Club agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.
- B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

SECTION XIII – ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, 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 in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

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 to the following addresses:

The City:

Sharon Addison, City Manager
245 Washington Street
Watertown, New York 13601

The Club:

Cory Price, Board President
P.O. Box 411
Watertown, New York 13601

IN WITNESS WHEREOF, the City of Watertown and the Figure Skating Club of Watertown have caused this agreement to be executed by the parties and is to be effective as of September 19, 2016

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

FIGURE SKATING CLUB OF WATERTOWN

By: _____
Cory Price, Board President



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Date: July 12, 2017
To: Ms. Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Watertown Figure Skating Club Ice Agreement

Attached for City Council review and consideration is the agreement between the City of Watertown and the Watertown Figure Skating Club.

This year the City will charge the Association \$80.00 per hour for ice time. Last year the Club was charged \$70.00 per hour. Prior to the renovations to the arena, the City met with the Club to inform them that once the renovations were complete, the hourly rate would be increasing incrementally by \$10.00 per year until the hourly rate reached \$100.00 per hour. The plan to incrementally increase the fees was also agreed to by Council at that time. The City of Watertown is working very closely with the Club to ensure that the 2017-2018 ice season is successful.

Superintendent Gardner will be in attendance at the meeting to answer any questions Council Members may have.

Res No. 9

July 12, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Franchise Agreement Between the City of Watertown and International Development Hockey League, LLC

Attached is a Franchise Agreement for the "A" level professional hockey team of the Watertown Wolves with the International Development Hockey League, LLC for the 2017-2018 hockey season.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement Between the City of Watertown and International Development Hockey League, LLC

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a facility known as the Watertown Municipal Arena, a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Watertown Municipal Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that valid public purpose, the City of Watertown desires to enter into a Franchise Agreement with International Development Hockey League, LLC, and

WHEREAS International Development Hockey League, LLC owns and operates an "A" level professional hockey team, which competes in the International Development Hockey League, and

WHEREAS International Development Hockey League, LLC desires to enter into a Franchise Agreement with the City of Watertown to have its team play hockey games within the confines of the Watertown Municipal Arena,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement between the City and International Development Hockey League, LLC, a copy of which is attached hereto and made part of this resolution, and

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

Seconded by

FRANCHISE AGREEMENT

THE CITY OF WATERTOWN, NEW YORK AND INTERNATIONAL DEVELOPMENT HOCKEY LEAGUE, LLC

This Franchise Agreement is being made and is intended to be effective as of September 18, 2017 between THE CITY OF WATERTOWN, NEW YORK, with principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and International Development Hockey League LLC (the IDHL) with principal offices located at 820 West Main Street, Watertown, New York 13601.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a community recreational facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”); and

WHEREAS, the Fairgrounds contains many venues, one of which is the Municipal Arena which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

WHEREAS, the City desires to promote future recreational activities at its Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract with IDHL, an “A” level professional hockey franchise which competes in the International Development Hockey League (or a different league of a different name of comparable caliber of play), for use by IDHL of the Watertown Arena as its home venue; and

WHEREAS, the parties desire to set forth an agreement by which IDHL may enjoy a franchise for the use of the City facilities at the Watertown Ice Arena for the 2017-2018 professional hockey season in consideration of mutual covenants and agreements as stated herein, the City and IDHL agree as follows:

AGREEMENT

Section 1 – Term of Franchise

The term of this Franchise Agreement shall be from the period from September 18, 2017 through April 22, 2018.

Section II – Franchise Facilities Use Grant

The City grants IDHL a franchise for the use of the following facilities at the Watertown Arena:

- a. IDHL shall have exclusive access to a locker room identified on the building diagram attached as Exhibit "A" as the "home locker room." IDHL shall be furnished with a key to the "home locker room", but not a key to the Ice Arena. The risk of loss for IDHL equipment and gear shall remain with IDHL during the term of this Franchise.
- b. IDHL may locate a "pro shop" within the Vendor Area for a cost of \$500 for the season, to be paid to the City no later than September 14th, 2017. Only souvenirs, equipment and merchandise related to IDHL or their sponsor may be sold at the pro shop. The risk of loss of all merchandise, equipment or souvenirs shall remain with IDHL during the term of this Franchise.
- c. At the time of any home IDHL game, other locker rooms shall be made available to the opposing team and to the officials two (2) hours before the start of the game. The opposing team's locker room is identified as the "away locker room" and the officials' locker room is identified as "officials' locker room" on Exhibit "A."
- d. During the term of this Agreement, IDHL will be provided a space by the City for IDHL skate sharpening equipment within the main locker room area. IDHL shall not have access to, nor use, the City-owned skate sharpener, nor shall the City have access to, nor use, IDHL's sharpener. IDHL's sharpening equipment shall only be used to sharpen skates of IDHL personnel and those affiliated with the organization.
- e. Immediately after the existing group exits the ice, the equipment will be made available to IDHL. The City's existing system consists of: Odyssey Innovation Design single-unit sound system with microphone and scoreboard control panel. Only those employees needing to work from the press box are permitted in the press box area.
- f. IDHL will not be provided with keys or security codes for after-hours access to the Arena.
- g. IDHL will be responsible for paying \$240.00 for each unused weekend starting April 6th, 2018 through the day of the Championship Game. If IDHL makes it to the Championship Game, IDHL will only pay for ice time used.
- h. The City will be responsible for setting up a "queue" area that will allow up to 250 ticket purchasers to assemble inside the lobby in an organized fashion. This should be clearly marked and should flow without the use of IDHL personnel.
- i. The City will provide 10 tables and 40 chairs for all scheduled home games.
- j. The City will provide wireless Internet access in the arena as well as in the lobby of the arena for the 2017-2018 season. This service will be provided as a courtesy, and is not guaranteed. In the event that wireless Internet access is

interrupted, or becomes unavailable, the Wolves shall provide their own Internet service/access.

Section III – Other IDHL Rights and Privileges Pursuant to Franchise

In addition to grant of this franchise for use of designated City facilities, the City hereby grants an exclusive franchise to IDHL for the following sales and concessions:

a. For beer and wine sales see section IV.

b. IDHL shall have the exclusive right to sell signage within the arena, including sales on boards (interior and exterior) and framed areas on arena's walls, imbedded in the ice surface and mounted on the City-owned zamboni. IDHL will be permitted to hang a "Home of the Watertown Wolves" sign in the lobby. Location must be approved by the Superintendent of Parks and Recreation. No other advertising is permitted in the lobby. IDHL is permitted to sell the naming rights to the ice rink to include center ice and 1 sign in the arena. Location must be approved by Superintendent of Parks and Recreation. IDHL agrees to pay the City 10% of the proceeds from the naming of the ice rink. The contract for the naming of the ice rink must be made available to the Superintendent of Parks and Recreation for review and approval. All advertising placed on boards shall be non-permanent in nature and shall adhere to the City's specifications. The City will provide all specification for the wall mounted advertisements. The City reserves the right to review and approve all advertising copies prior to its installation. All advertising must be removed at the end of the hockey season. Arena staff will be responsible for installing and removing all signage. A fee of \$2,000.00 shall be paid to the City Comptroller's Office no later than September 14th 2017. IDHL will also be granted rights to designate certain arena seating, other than the bleachers, as reserved seating for corporate sponsors, both inside the arena and in the lobby area, and will be responsible for adding signage to designate accordingly.

c. IDHL shall be the sole professional hockey team and/or "Junior amateur hockey team, e.g. Syracuse Stars caliber team (this does not include any of the youth programs currently operating in our geographic area) to hold a franchise for games for the 2017-2018 season. IDHL will have the right to renew the franchise agreement for one additional year on the same terms and conditions as this franchise agreement.

Section IV – IDHL Obligations

The following constitutes the IDHL obligations in connection with the franchises granted herein:

a. Rates and Charges.

Ice time for team practices will be billed by the City at the rate of \$110.00 per hour of scheduled time. Ice time for games will be billed at \$150.00 per hour of scheduled time. Payment must be made to the City Comptroller by the 1st day and the 15th day of the month for that month's scheduled ice time. If full payment is not made by IDHL by the 1st and 15th day of

the month for that month's scheduled ice time or any other unpaid invoice is over 30 days outstanding, IDHL will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month's end for any additional ice time hours used above and beyond scheduled time by IDHL, payable within 30 days. IDHL shall not receive credit for any unused, but scheduled, ice time unless IDHL gives the Parks and Recreation office 72 hours written notice. Any unused ice time canceled with at least 72 hours notice shall be credited toward future payments due to the City, provided that if no future payments are pending or anticipated, City shall refund IDHL for unused time within 30 days. IDHL will pay the City a \$1000 deposit by April 1st, 2018 which will be applied toward the last payment due in April 2018, provided the team still has an active franchise agreement with the City. The City will refund IDHL any balance of deposit that exceeds the final payment within 30 days.

b. Beer and Wine Sales.

IDHL is granted exclusive rights to provide for the sale of beer and wine at any events to be held in the arena during this time period, as approved by the City Manager, pursuant to the Agreement, and/or to enter into a sub-franchise agreement with a vendor, which shall obtain a seasonal license for the beer and wine sales for the Ice Arena limited to the term of this agreement from September 18th, 2017 through April 22, 2018. The City is to provide a location for the sale of beer and wine either in the form of a permanent structure complete with applicable refrigeration facilities or an area where a temporary trailer can be placed. This area must be agreed upon by both IDHL and the City. IDHL must accommodate to any event requesting beer and wine in the arena during this timeframe of the Franchise Agreement, with the Superintendent's approval. IDHL will be provided, at least, a 10 days' notice to ensure proper planning time, in the event the City requests beer and wine to be sold. IDHL is permitted to serve two alcoholic beverages per person per sale transaction.

IDHL sub-franchise agreement with said vendor shall provide that the vendor shall be bound by the terms and conditions of any license issued by the SLA, and shall also be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "D."

IDHL shall ensure that said vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. The vendor must also agree that it will discontinue the sale of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police and provide proof of vendor's liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate.

IDHL acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that the vendor has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, IDHL right to contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

IDHL acknowledge that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

IDHL acknowledges that "tailgating" on City Fairgrounds property is not permitted and that IDHL shall be responsible for monitoring the parking areas surrounding the Ice Arena to ensure compliance. No alcohol may be consumed on any City Fairgrounds property except within the Ice Arena.

Any changes to this agreement made necessary by the SLA or any other regulatory authority to ensure the issuance and continuation of vendor's license to offer beer and wine sales shall first be proposed, in writing, by IDHL legal counsel. If the City incurs any legal fees in connection with negotiating and implementing such changes, IDHL agrees to reimburse the City its reasonable legal fees and disbursements leading to the adoption of such changes.

c. Food Concessions.

IDHL acknowledges that the concession stand located in the Arena will be the only source of food sold during the IDHL games. IDHL is permitted to provide food and beverages from other outside vending sources to staff and others affiliated with the organization during postgame only. IDHL will be permitted to set up a VIP area on the second floor in the arena to accommodate for 4 high top tables. This area must be code compliant. A \$4.00 per person fee for all people permitted in the VIP area will be charged to IDHL and shall be paid in advance. IDHL shall provide a copy of the contract indicating the number of VIP people permitted in the VIP area to the Parks and Recreation office in advance of the VIP event.

d. Birthday Parties

IDHL acknowledges that they shall purchase food through the arena concession stand for all birthday parties. IDHL acknowledges that the cost to rent the birthday party room is \$25 per hour, per room. IDHL must provide cake and/or ice cream and paper products for the cake and/or ice cream for all birthday parties.

e. Liability Insurance/Worker's Compensation Insurance.

IDHL shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications of coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00, for the term of this franchise. The certificate of insurance must reflect that the additional insured status is in effect for the entire term of this Franchise Agreement, and further reflect that the City shall be entitled to at least 30 days' prior written notice of any cancellation of IDHL's insurance for any reason whatsoever. Proof of Insurance shall be

provided to the City before September 1st, 2017 IDHL shall provide proof of Worker's Compensation Insurance to the City before September 1st, 2017.

f. Code Compliance.

IDHL acknowledges that all activities are subject to the provisions of the New York State Fire Prevention and Building Code.

g. Security.

IDHL shall provide readily identifiable security by a professional security force for each home game. Any private security firm used by IDHL shall be registered with the NYS Department of State per N.Y. Gen. Bus. Law Section 89-G. Such professional security force shall be adequate to maintain safety and discipline among the attendees. In the event the City's Superintendent of Parks and Recreation determines, in her sole discretion, that, at any event, already in progress or otherwise, that IDHL security is inadequate, the City shall have the right to require additional security be provided; or to suspend future games until the IDHL agree to provide additional security. Inadequate security may be considered a breach of this Agreement.

h. Damages.

In the event any of the locker rooms, lockers, restrooms, office space, or any other public areas are damaged by actions attributable to IDHL, their opposing team, or the fans, the repairs to such damage shall be the responsibility of IDHL and shall be promptly performed by the City. IDHL shall be billed for the costs (materials and labor) associated with the damages. The invoice shall be due and payable within 30 days.

i. Cleaning After Games.

IDHL shall provide a cleaning staff, following each home game, to clean the arena, including cleaning of all locker rooms; cleaning of all areas where beer and wine sales are made; and cleaning of the bleachers. All cleaning and disposal of trash, rubbish, etc. must be performed by IDHL on the same night when a game is held, and to the satisfaction of the City's Superintendent of Parks and Recreation or his/her designee. This cleaning will consist only of picking up trash from all areas, rough sweeping of bleacher areas, and "spot" mopping of any spilled items. This is not to be considered a "thorough" cleaning of the facility.

j. Trash Removal.

The parties agree that IDHL shall pay \$500.00, for the term of this Agreement, for trash removal from the Arena. Said payment shall be due on or in advance of September 14th, 2017

k. After-hours Access.

If IDHL requires after-hours/holiday access to the Arena facility, IDHL shall arrange for the same in advance and reimburse the City Comptroller for its minimum 2-hour billable employee rate.

1. Hold Harmless.

IDHL shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense 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 IDHL operation, use, or occupation of designated facilities, and resulting from any act or omission of IDHL or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified in Section IV, naming the City as an additional named insured shall be sufficient for purposes of meeting IDHL obligations under this paragraph.

Section V – City Obligations.

The City agrees to undertake the following obligations:

- a. The City shall provide the locker rooms.
- b. The City will maintain the ice in good condition.
- c. The City will undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the Wolves schedule for the 2016-2017 season.
- d. Prior to the commencement of this Franchise Agreement and for the term thereof, the City shall have on hand extra glass for the rink board in the event glass breaks during practice or games. IDHL will be billed for the costs (materials and labor) associated with any replacement caused by intentional actions by fans, players and/or those associated with the respective teams but City employees will be responsible for installing replacement glass as expeditiously as possible. The invoice is payable within 30 days.
- e. The City shall indemnify and hold the IDHL harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense 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 any act or omission of the City or any of its officers, agents, employees, guests, patrons or invitees.

Section VI – Anticipated Home Games and Contingency.

IDHL will proceed to schedule between 26 and 30 home games during the 2017-2018 hockey seasons.

The parties further anticipate IDHL participation in playoff games, which games will also likely be evenly split for scheduling purposes.

The parties to this Agreement agree to work together to schedule home games in such a fashion as to result in a minimum disruption to other groups or individuals utilizing the arena ice facility.

This Agreement is expressly contingent on the mutual agreement of the parties to a schedule of games. If the parties cannot come to a written agreement on the schedule prior to September 1st, 2017, this agreement will not be binding on either party and will be null and void. Each party shall bear its own expense in anticipation of performing the contract, provided that City shall refund any sums prepaid for trash and signage fees hereunder.

Section VII – Maintenance.

The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this Franchise Agreement, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the premises, except as otherwise provided herein.

Section VIII – Return of Premises.

IDHL agrees to return all franchised premises to the City, upon the expiration of this Franchise Agreement, in as good condition as when IDHL received possession of the premises, reasonable wear and tear excepted, and excepting damage to the premises caused by others when the premises were not under the control of IDHL.

IDHL acknowledges that, as of the commencement of this Franchise Agreement, the IDHL has received the premises in good condition.

Section IX – Venue and Applicable Law.

- a. This Agreement shall be construed in accordance with the laws of the State of New York.
- b. The City and IDHL agree that venue for any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, State of New York, in and for the County of Jefferson.
- c. This instrument contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, with respect to the transactions & performance contemplated herein. No amendment of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the City and IDHL have caused this Franchise Agreement to be executed by authorized agents to be effective as of September 18, 2017.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

International Development Hockey League, LLC

By: _____
Donald Kirnan, IDHL

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

On the ____ day of _____, 2017, before me, a notary public in and for said State, personally came Sharon Addison, to me known, who being by me duly sworn, did depose and say that she resides in Watertown, New York; and that she is the City Manager of the CITY OF WATERTOWN, NEW YORK, the municipal corporation described in and which executed the above instrument; and that she signed her name thereto by the authority of the Watertown City Council.

Notary Public

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

On the ____ day of _____, 2017 before me personally came Donald Kirnan to me known, who being by me duly sworn, did depose and say that he resides in _____, and that he is the managing member of the International Development Hockey League, the corporation described in and which executed the above instrument; and that he signed his name thereto by the authority of the board of directors of said limited liability company.

Notary Public

EXHIBIT D

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.
- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.

- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

<p>College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
--

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

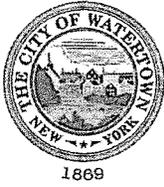
Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



Date: July 12, 2017
To: Ms. Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Franchise Agreement with International Development Hockey League LLC
for 2017-2018 Ice Season

Attached for Council consideration and approval is a Franchise Agreement for the International Development Hockey League, LLC, for the 2017-2018 ice season.

This agreement is a 1 year agreement and will expire on April 22, 2018. The Watertown Wolves are looking forward to another successful season in the Watertown Municipal Arena.

Superintendent Gardner will be in attendance to answer questions.

July 12, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bid for Materials for the Washington-Thompson Intersection Project, Highway Tech Signal Equipment Sales, Inc.

The City Purchasing Department has advertised and received a sealed bid for the purchase of materials for use by the Department of Public Works and Engineering Departments for the Washington-Thompson Intersection Project, per our specifications.

Invitations to bid were issued to two (2) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Tuesday, July 11, 2017, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bid received, and it is her recommendation that the City Council accept the bid received from Highway Tech Signal Equipment Sales, Inc. of Cortland, New York, as the lowest qualifying bidder, as detailed below:

Highway Tech Signal Equipment Sales, Inc.
Cortland, NY
Total Price \$43,913.00

The bid information is detailed in the attached report of Ms. Pastuf. This project is included in the 2016-2017 Budget with funding support through CHIPs

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Materials for the Washington-Thompson Intersection Project, Highway Tech Signal Equipment Sales, Inc.

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received a sealed bid for materials for use by the Department of Public Works and Engineering Departments for the Washington-Thompson Intersection Project, per our specifications, and

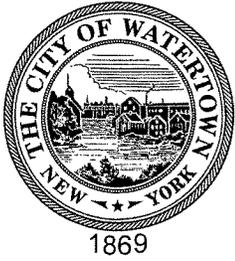
WHEREAS invitations to bid were issued to two (2) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Tuesday, July 11, 2017, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bid received, and it is her recommendation that the City Council accept the bid from Highway Tech Signal Equipment Sales, Inc. as the lowest qualifying bidder as detailed below:

Highway Tech Signal Equipment Sales, Inc.
Cortland, NY
Total Price \$43,913.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Highway Tech Signal Equipment Sales, Inc. of Cortland, New York, as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of materials for use by the Department of Public Works and Engineering Departments for the Washington-Thompson Intersection Project.

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

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2017-13 – Washington-Thompson Intersection Project Materials
DATE: 7/12/2017

The City's Purchasing Department advertised in the Watertown Daily Times on June 22, 2017 calling for sealed bids for the purchase of materials for the Washington-Thompson Intersection Project. The material list consists of 27 items for the project. The Purchasing Department issued Invitations to Bid to two (2) prospective bidders and one (1) sealed bid was submitted. The Purchasing Department publically opened and read the sealed bids on July 11, 2017 at 11:00 am, local time. The bid tabulation for the bid is shown below.

Highway Tech Signal Equipment Sales, Inc.
Cortland, NY
Total Price \$43,913.00

It is recommended that City Council award the bid for Washington-Thompson Intersection Project Materials to **Highway Tech** for **\$43,913.00** as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2016-2017
 CAPITAL BUDGET
 TRAFFIC SIGNALS
 THOMPSON BOULEVARD/WASHINGTON STREET

PROJECT DESCRIPTION	COST
<p>Thompson Blvd. at Washington St. Traffic Signal Replacement</p> <p>This funding supports the replacement of the existing span wire traffic signal at Washington St. and Thompson Blvd, as well as the addition of accessible pedestrian signals and handicap ramp upgrades. The existing span wire traffic signal system was constructed in 1982 as a NYSDOT project, and will require complete controller upgrades to accommodate accessible pedestrian signal infrastructure. Due to the age of the system, and geometry changes to the crosswalks and intersection, a new mast arm traffic signal system will be installed as part of the project.</p>  <p>Funding to support this project will be CHIPs.</p>	<p>\$125,000</p>
TOTAL	\$125,000

Public Hearing – 7:30 p.m.

July 11, 2017

To: The Honorable Mayor and City Council

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

Subject: Approving the Special Use Permit Request Submitted by Michael Amell, to Allow Used Auto and Golf Cart Sales Lot at 861 Coffeen Street, Parcel Number 8-11-101.000

The City Council has scheduled a public hearing on the above subject request for 7:30 p.m. on Monday, July 17, 2017.

The City Planning Board reviewed the request at its May 2, 2017, May 16, 2017 and June 6, 2017 meetings and adopted a motion recommending that the City Council approve the Special Use Permit. Attached is a copy of the special use permit application, a report prepared for the Planning Board and an excerpt from its Minutes.

Section 301-8(g) of the Zoning Ordinance states that an automobile sales lot or automobile parking lot is only allowed by Special Permit approval of the City Council in the Neighborhood Business District.

Please note that the title of the attached Resolution has been updated to indicate the correct Parcel Number as 8-11-101.000.

After the public hearing, the City Council must respond to the questions in Part II, and Part III if necessary, of the Short Environmental Assessment Form before it may vote on the resolution. The resolution prepared for City Council consideration finds that the proposal will not have a significant effect on the environment and approves the Special Use Permit with the conditions listed in the resolution.

RESOLUTION

Page 1 of 2

Approving the Special Use Permit Request Submitted by Michael Amell to Allow a Used Auto and Golf Cart Sales Lot at 861 Coffeen Street, Parcel Number 8-11-101.000

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

Council Member Stephen A. Jennings

WHEREAS Michael Amell, has made an application for a Special Use Permit to allow a used auto and golf cart sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on June 6, 2017, and voted to recommend that the City Council of the City of Watertown approve the Special Use Permit with the following conditions:

1. The applicant must maintain a 10 foot setback from the sidewalk.
2. The maximum number of vehicles for sale must not exceed 16.
3. The applicant shall provide 4 customer parking spaces.

and,

WHEREAS a public hearing was held on the proposed Special Use Permit on July 3, 2017, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow a used auto and golf cart sales lot at 861 Coffeen Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

RESOLUTION

Page 2 of 2

Approving the Special Use Permit Request Submitted by Michael Amell to Allow a Used Auto and Golf Cart Sales Lot at 861 Coffeen Street, Parcel Number 8-11-101.000

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, that a Special Use Permit is hereby granted to Michael Amell, to allow a used auto and golf cart sales lot in a Neighborhood Business District located at 861 Coffeen Street, Parcel Number 8-11-101.000, contingent upon the applicant meeting the conditions listed above.

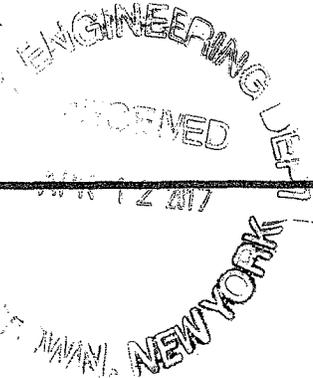
Seconded by Council Member Teresa R. Macaluso



CITY OF WATERTOWN, NEW YORK

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

Special Use Permit Application



APPLICANT INFORMATION

Name: *Mike Amell / Michael Amell*
Mailing Address: *865 Coffeen St.
Watertown NY 13601*
Phone Number: *315-486-8122* Email: *freepowerbill@yahoo.com*

PROPERTY INFORMATION

Property Address: *871 Coffeen St. Watertown NY 13601*
Tax Parcel Number(s): *8-0011-101.00*
Property Owner (if not applicant): *Rick Chase or Allen Chase*

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

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

Zoning District: *B neighbourhood Business*

Land Use: *currently the land is used for Ice cream stand.*

- Required Attachments: *would like to use land for used cars/sales/lot Trucks Golf carts*
- 8.5x11 parcel map with property outlined with heavy black ink
 - Sketch of the site drawn to an engineering scale (e.g. 1"=20')
 - Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use: *I would like to sell used cars/trucks/golf carts at the 871*

Explain proposal (use additional 8.5x11 sheets if necessary): *Coffeen St. location*
current Building size is 12' x 12-3/4' x 28'4" - no change to building

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

Signature: *Michael P. Amell*

Date: *3-9-17*

Business Property Lease

THIS AGREEMENT, entered into this 3rd day of August, 2010, between RICHARD CHASE, (hereinafter called the "Lessor"), party of the first part, and THE MIDWAY, INC., with an office at 20444 Slater Road, Watertown, New York 13601, (hereinafter called the "Lessee" or "Tenant", party of the second part;

WITNESSETH, that the said Lessor does this day lease unto said Lessees, and said Lessee does hereby hire and take as Tenant under said Lessor the vacant lot located at 871 Coffeen Street, Watertown, New York, to be used and occupied by the Lessee for the term of five (5) years, beginning the 1st day of June, 2010, and ending on the 30th of May, 2015, at and for the agreed total rental of two hundred and fifty dollars (\$250.00) per month. Rent shall be payable to Lessor and forwarded to Lessor's address at 1760 County Route 45, Fulton, New York 13069.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to the Lessee:

1. The Lessee shall not assign this Lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated without the written consent of the Lessor, and all improvements which may be made by Lessee, except movable improvements, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease. Lessor's consent to the above shall not be unreasonably withheld.

2. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

3. That the Tenant shall promptly execute and comply with all statutes,

ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term.

4. The prompt payment of rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said Lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this contract, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waive any notice and all required by law to terminate tenancy, and also waive any and all legal proceedings to recover possession of said premises, and expressly agree that in the event of a violation of any of the terms of this Lease, or of said rules and regulations now in existence, or which may hereafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispossess the Lessee without legal notice or the institution of any legal proceeding whatsoever.

5. Either party breaching this agreement shall be liable for reasonable attorney's fees and costs necessary to enforce same.

6. The Lessor shall be responsible for the first \$1,000 in property tax related to said property, on an annual basis. At such time as the associated property tax exceeds \$1,000, on an annual basis, the Lessor will present a copy of the property tax bill to the Lessee and the Lessee will be responsible to reimburse the Lessor the difference between the actual property tax amount and the \$1,000. For example if the tax liability is \$1,100, the Lessee will reimburse the Lessor \$100. The Lessee shall be responsible for all utilities, including gas, electric, telephone, cable, water, garbage collection, sewer and

any service fees required for the installation thereof.

7. This Lease shall automatically be renewed for an additional five (5) year period unless Lessee notifies the Lessor no later than thirty (30) days prior to the expiration of this Lease of his intention to alter the conditions of or terminate this Lease. Said notice shall be in writing and mailed to Lessor's address.

8. The Lessor, or any of its agents, shall have the right to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" or "FOR SALE" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this agreement, or to the rules and regulations of the building.

9. It is expressly, agreed and understood by and between the parties to this agreement, that the Lessee shall be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage or obstruction of the water or sewer pipe, or other leakage or obstruction of the water and sewer or other leakage in or about the said building.

10. The Tenants agree to keep and maintain the Leasehold Premises, lawn and surrounding areas in a clean and sanitary condition at all times, free of all garbage and debris. The lawn care and snow removal and will be maintained at the expense of the Tenants.

11. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, before the end of said term the Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have

any right, title or interest in or to the above described property by virtue of this contract.

12. Lessee hereby waives and renounces for itself any and all homestead and exemption rights they may have now or hereafter, under or by virtue of the laws of this State or any other State or of the United States, against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

13. This contract shall bind the parties and their assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be, of the parties.

14. It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

15. It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

16. The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

17. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or work done on the premises by order of the Lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

18. The Lessee shall give ninety (90) days written notice to the Lessor in the event they wish to terminate this Lease prior to the end of the term.

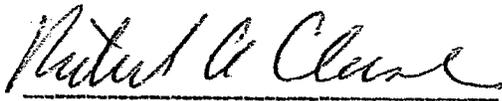
19. Lessee shall be responsible for insuring all personal property and contents on premises against loss. The Lessee shall at all times maintain sufficient and customary public liability insurance for the said property.

20. If at any time in the future, the entire property held by the Lessor at 871 Coffeen Street, Watertown, New York becomes available for sale, the Lessee shall have the right of first refusal to purchase the entire property upon such price and terms of any bona fide written offer that Lessor shall secure in writing. The Lessor shall notify the Lessee, in writing, of the offer and its price and terms, by certified mail, return receipt required, and Lessee shall notify the Lessor, in writing, if it wishes to exercise its right to purchase said lot by placing said exercise in writing, by certified mail, return receipt required, to Lessor. The Lessee shall have seven (7) days from receipt of said written notice from Lessor to exercise said right to purchase. All notices shall be sent by certified mail to the following addresses:

For the Lessor: Richard Chase
1760 County Route 45
Fulton, New York 13069

For the Buyer: Michael P. Amell, President
The Midway, Inc.
20444 Slater Road
Watertown, New York 13601

IN WITNESS WHEREOF, the parties hereby have hereunto executed this instrument for the purpose herein express, the day and year above written.



Lessor: RICHARD CHASE



Lessee: The MIDWAY, INC

By Michael P. Amell, President

State of New York)

County of ^{Oswego} Jefferson) ss: JS

On this ¹⁴ 15 day of ³⁸ Feb 2010, before me, the undersigned, a notary public in and for said state, personally appeared RICHARD CHASE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Jean M. Gulliver
Notary Public
JEAN M. GULLIVER
Notary Public, State of New York
Registration No. 01GU5024931
Qualified in Oswego County
My Commission Expires Mar. 21, 2014

State of New York)

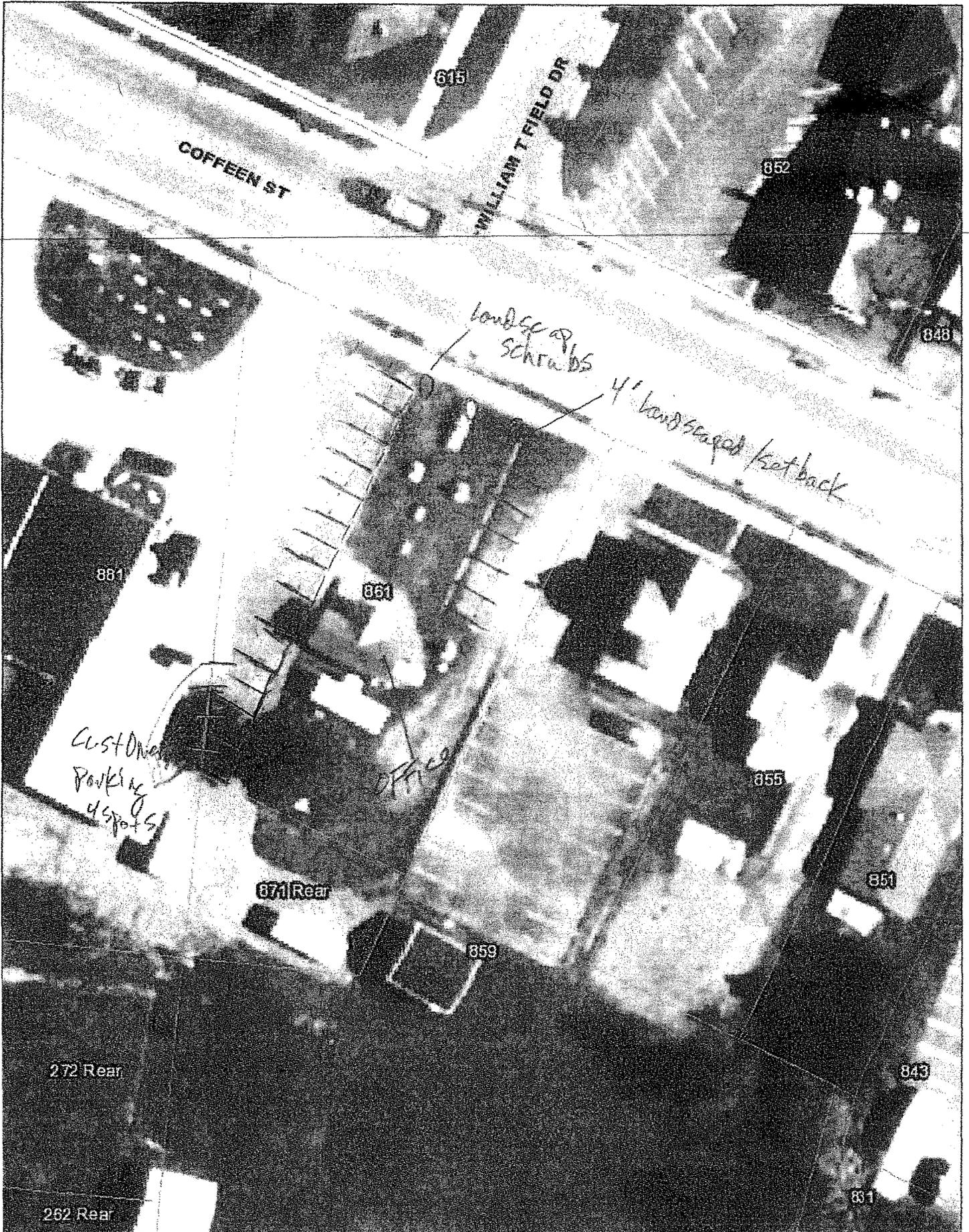
) ss:
County of Jefferson)

On this ^{20th} 20 day of ^{January} 2010, before me, the undersigned, a notary public in and for said state, personally appeared MICHAEL P. AMELL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Julie L. Thompson
Notary Public
JULIE L. THOMPSON ^{Amell}
Notary Public, State of New York
Qualified in Jefferson County
No. 4983522
Commission Expires March 16, 19 2014



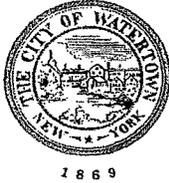
4' set back from sidewalk



1 inch = 40 feet

16 cars for sale

16 customer parking spots



CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD
ROOM 304, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7740

MEETING: May 2, 2017

PRESENT:

Larry Coburn, Chairperson
Michelle Capone
Linda Fields
Neil Katzman
Anthony Neddo
Steve Rowell

ALSO:

Michael A. Lumbis, Planning & Community
Development Director
Jennifer Voss, Senior Planner
Michael DeMarco, Planner
Geoffrey Urda, Planner
Justin Wood, City Engineer

ABSENT:

None

The May 16, 2017 Planning Board Meeting was called to order at 3:01 p.m. by Planning Board Chair Larry Coburn. Mr. Coburn then called for a reading of the Minutes from the May 2, 2017 Planning Board Meeting. Ms. Fields made a motion to accept the minutes as written. Mr. Neddo seconded the motion and all voted in favor.

SPECIAL USE PERMIT

861 COFFEEN STREET- PARCEL # 8-11-101.000

The Planning Board then considered a tabled request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000.

Mr. Amell was in attendance to represent the request.

Mr. Coburn began by noting that the plans the applicant submitted indicate that the proposed business would have up to 30 cars on the property at any given time; a substantial increase from the 15 cars that the applicant indicated on his initial application. Mr. Coburn then referenced Staff's memorandum and said that this was now more than a Special Use Permit and there was now a requirement for full Site Plan Approval. Mr. Coburn then asked if this meant the review had hit a wall.

Mr. Amell replied that he wanted up to 30 cars in the future and his proposed business would not be that large today. Mr. Amell then asked what the threshold was for triggering the need for Site Plan Approval, if it was 15 or 20 cars. Mr. Lumbis replied that the threshold was if the proposal expanded the parking lot area by 400 square feet or more, then a

Waiver of Site Plan Approval became necessary and an expansion of more than 2,500 square feet required full Site Plan Approval.

Mr. Coburn then said those thresholds pushed this proposal into Site Plan Approval mode. Mr. Neddo then asked Mr. Amell if he understood. Mr. Amell replied that he thought he did, and then added that he did not need gravel. Mr. Neddo then said to Mr. Amell that the Planning Board was discussing the impervious nature of the lot.

Mr. Amell then said that he had 16 parking spaces left from the ice cream store that he previously operated on the lot and that the front was grass and the rear was gravel. Mr. Coburn then countered that the drawing Mr. Amell submitted with his application depicted 30 spaces, and asked Mr. Amell what he wanted the Planning Board to look at. Mr. Amell then reiterated that 30 was the number that he would ultimately like to have in the future.

Mr. Katzman then said that he did not think the Planning Board had enough information to make a decision on a site plan. He said he thought they could vote on a Special Use Permit, but not a site plan. Mr. Coburn then said that he thought the Special Use Permit made this drawing null and void. Ms. Voss said the City Council would still need to approve the Special Use Permit.

Mr. Urda then said that, as he understood it, Mr. Coburn was asking Staff if the Planning Board could still vote on a Special Use Permit without an approved site plan in place. Mr. Coburn confirmed that this was his primary confusion.

Mr. Wood then said that a way to look at it would be to take an aerial view of the property and have Mr. Amell draw on it exactly what he proposed where, and that this illustration should go to the Planning Board as part of the Special Use Permit application for them to vote on. Mr. Wood then said to Mr. Amell that if in the future, the lot turned into a muddy mess, Mr. Amell would want to change it anyway because a muddy lot would not be good for business, and that this change, once proposed, would trigger a need for Site Plan Approval, and possibly an amendment to the Special Use Permit.

Mr. Amell said that was exactly what he was asking for, and that he presently had room for 16 cars. Mr. Coburn replied that in that case, the submitted map was misleading to the Planning Board as far as trying to make a decision for the present time. All the other Planning Board members agreed.

Mr. Coburn then noted that there was a summary item in Staff's memorandum about setbacks, and added that the setbacks were not appropriate as shown. Mr. Amell then asked what the required setback distance was. Mr. Neddo replied that it was 15 feet. Mr. Amell countered that there was no car lot in the City that was like that and that they were all right on the sidewalk. Mr. Coburn replied that those other lots did not need a Special Use Permit and they already had approval.

Mr. Amell then said that he just wanted to make this as simple as possible. Mr. Coburn replied that he understood and respected that desire, but the Planning Board did not make the rules. Mr. Wood then referenced the previous year's Fast Lube of Watertown expansion and

said that what Fast Lube submitted in their application was perfect for what the Planning Board needed to perform an adequate review. Mr. Amell said that at the last Planning Board meeting, he identified the existing parking spaces. Mr. Katzman then suggested that Mr. Amell take an aerial image from Google Maps and use it to depict what he was planning.

Mr. Lumbis then said to Mr. Amell that if he only intended to use the existing gravel, the Planning Board would need to know where the existing vehicles would be to consider the Special Use Permit application. Mr. Lumbis then added that once Mr. Amell proposed removing grass and expanding the parking lot, then he would be looking at the need for Site Plan Approval.

Mr. Rowell then said if Mr. Amell took an existing Google Maps aerial, put 12 cars for sale on the lot, six on each side, then nothing would need to change gravel-wise, it would leave green space and it would leave the setback close to what it needed to be.

Mr. Rowell then said that what he did not see was customer parking. Mr. Amell replied that customer parking would be beside the building itself. Mr. Katzman said that was employee parking. Mr. Amell countered that he was the only employee. Mr. Katzman replied that Mr. Amell might be the only employee right now, but that might not always be the case.

Mr. Rowell then asked about the right-of-way between the subject parcel and its neighbors and who had what. Mr. Amell replied that the adjacent property to the west was owned by the same landlord, and to the east was Liliane's Alterations, owned by Liliane Mandeville, and she had right-of-way into his landlord's property.

Mr. Rowell asked about access to and from the street on Ms. Mandeville's property. Mr. Amell replied that she had six feet, which was enough to get her in from the road, and then showed this to Mr. Rowell on a map, and added that the property line was further onto her side.

Mr. Katzman then asked about traffic. Ms. Capone then said that she was concerned about traffic as well, and added that there were already traffic issues in the area with the entrance to the fairgrounds across the street. Mr. Amell replied that traffic volume would be less than what it used to be because he was not serving ice cream anymore. He added that with the ice cream parlor, his busiest times were Friday and Saturday evenings, but now there would be no more night customers and he would be done at 5 p.m. when the traffic starts. Mr. Katzman said that just because a business's posted closing hours were at 5 p.m. did not necessarily mean that everyone left by 5 p.m. Mr. Rowell then said that congestion on Coffeen Street corridor already prompted some motorists to use Vanduzee Street to leave the area.

Ms. Fields then asked about landscaping. Mr. Katzman added that landscaping was one of the summary items. Mr. Amell said that he could plant a tree or do whatever needed to happen.

Mr. Coburn then said that he was still stuck on the drawing that Mr. Amell submitted and he still was unclear what exactly Mr. Amell was asking for. Mr. Coburn then asked Mr. Amell what he was trying to do tomorrow. Mr. Amell replied that he just wanted to

park cars on existing spots. Mr. Coburn said that meant parking on grass. Mr. Amell said he parked his golf cart on grass.

Mr Katzman then said that he would prefer to table the application rather than discuss something for an hour that the Planning Board could not approve. Ms. Fields then moved to table the request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000.

Before anyone could second the motion, Mr. Lumbis asked Mr. Coburn what he wanted to see from the applicant at the next meeting. Mr. Coburn replied that most important thing was a drawing that depicted what the applicant wanted to do right now. Mr. Coburn elaborated that the drawing the applicant submitted depicted a potential future expansion, not what would be happening now under the requested Special Use Permit. Mr. Coburn said that he saw this proposal likely requiring full Site Plan Approval.

Ms. Voss then said that full Site Plan Approval only came into play if the applicant put down gravel. Ms. Capone then asked Staff which it was, a Special Use Permit only, or both that and Site Plan Approval. Mr. Lumbis replied that the two went hand in hand. Ms. Capone then asked if Mr. Amell expanded without putting down gravel, would he need full Site Plan Approval. Mr. Lumbis then read from the Zoning Ordinance that a site plan review becomes necessary "where the building or parking area coverage of the lot is to be increased by more than 400 square feet."

Ms. Capone then said that it sounded like the proposal required Site Plan Approval. Mr. Coburn then said that was what he had been saying all along. Mr. Coburn and Mr. Katzman then discussed the situation amongst themselves and suggested tabling the application. Mr. Urda then said that Ms. Fields had already made a motion to table the application, but that no one had seconded it yet. Mr. Katzman then seconded the motion.

Ms. Voss then asked Mr. Coburn what he was asking the applicant to provide for the next meeting. Mr. Coburn replied that he could not discern from this sitting what the Planning Board was supposed to be considering. Mr. Lumbis then said that Mr. Amell needed a Special Use Permit no matter what. Ms. Voss then explained that the Special Use Permit was for the use itself, the act of using the property as an automobile sales lot, regardless of site layout. She further explained that the Mr. Amell would then need Site Plan Approval for any expansion.

Mr. Neddo then said that he thought the Special Use Permit review was the Planning Board's opportunity to put restrictions on a business, and add that he needed to see what the applicant was going to do. Mr. Lumbis then said that if the Planning Board had conditions that it wanted to impose, it had to tell the applicant what they were so the applicant could address them on his next drawing.

Mr. Coburn then told Mr. Amell to define what he was doing, and added that the current drawing depicted 30 cars and the Planning Board thought it was looking at 15. Mr. Katzman then asked how cars were going to park. Mr. Coburn then said that setbacks needed to be considered. Mr. Neddo then said in summary that the Planning Board wanted Mr. Amell to return with a clear map that depicted the operation of his business as if he were going to operate

it today, complete with setbacks, landscaping, ingress/egress, employee parking, etc. Mr. Katzman then suggested that Mr. Amell hire an engineer, and added that Mr. Amell might not want to sell anything until he had everything approved.

Mr. Lumbis then said that Staff could print an aerial photo that Mr. Amell could use to help him draw his plans. The Planning Board then voted on the motion that Ms. Fields made and Mr. Katzman seconded to table the request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000. All voted in favor.

**SITE PLAN APPROVAL
161 CLINTON STREET – PARCEL NUMBER 10-07-109.000**

The Planning Board then considered a tabled request submitted by Patrick J. Scordo, P.E. of GYMO, DPC on behalf of Mike Lundy of Lundy Development and Property Management for the construction of a 4,280 square foot building addition and associated site improvements at 161 Clinton Street, Parcel Number 10-07-109.000.

Tom Ross of GYMO, DPC and Mr. Lundy were both in attendance to represent the project.

Mr. Ross began by distributing floor plans to the Planning Board members as well as to Staff, as the applicant had just received them from his architect earlier that day. Mr. Coburn said that, just like the previous application, the Planning Board had tabled this application at its previous meeting. Mr. Coburn then noted that Staff had provided an updated report that described the status of all of the summary items from the original memorandum.

Mr. Ross then said that he had received Staff's comments and that he would walk through them with the Planning Board. Mr. Ross added that since the last meeting, he had gotten a lot of them done, and that he would start with those summary items that were taken care of.

Mr. Ross then said that he had added the movements of a City fire truck to the site plan, fulfilling the second summary item, and adjusted the internal crosswalk to make a more appropriate pedestrian connection, fulfilling the fourth summary item.

Mr. Ross then said that he added a note to the site plan indicating that the project would include the replacement of substandard sidewalks along Mullin and Sherman Streets, fulfilling the fifth summary item. Mr. Ross then clarified that this did not include the Clinton Street side, since the City had just installed new sidewalks on Clinton Street.

Mr. Ross then said that he had added two new trees to the site plan, one on either side of the proposed driveway from Mullin Street, fulfilling the sixth summary item, and provided additional verbiage describing the perennial plantings on the interior parking lot islands, fulfilling the seventh summary item.

Mr. Coburn then noted that the Planning Board needed to consider the State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) before it could act on the request. The Planning Board then considered each question on Part 2 of the Short EAF one-by-one, answering no to all of them.

Mr. Neddo then made a motion to issue a Negative Declaration for the proposed subdivision according to the requirements of SEQRA. Ms. Fields seconded the motion and all voted in favor.

Mr. Coburn then asked if there were any questions, comments or concerns related to the request for Subdivision Approval, and noted that there were two summary items, one that the applicant assemble the front section of the parcel proposed for subdivision with two adjacent parcels, owned by Edward and Marion Kirkland, and the other that the applicant amend the certification language on the Mylar to reflect the accurate date of the Planning Board's decision. Mr. Kolb said that his boss understood both conditions and that Mr. Storino would deliver the amended Mylar maps to Staff.

Mr. Neddo then asked about the other half of the subject parcel, owned by Nancy Coughlin, which would remain landlocked, and noted that Staff's memorandum to the Planning Board encouraged Ms. Coughlin to assemble all her properties. Mr. Kolb replied that Mr. Storino gave her family a description of all of the Coughlin pieces as one parcel and gave them a courtesy copy of the map. Mr. Neddo said that was about all the Planning Board could require.

Mr. Neddo then moved to approve the request submitted by Pat A. Storino of Storino Surveying on behalf of Nancy A. Coughlin for a two-lot subdivision of 340 Rear Colorado Avenue North, Parcel Number 5-06-260.000, contingent upon the following:

1. The applicant shall assemble the 0.006-acre front section of the parcel proposed to be subdivided with 336 Colorado Ave. North, Parcel Number 5-09-210.000, and VL Colorado Ave. North, Parcel Number 5-06-265.200 by way of a new metes and bounds description that is filed with the County Clerk.
2. The applicant shall amend the certification language on the Mylar to reflect the accurate date of the Planning Board's decision in this particular Subdivision application.

Mr. Rowell seconded the motion and all voted in favor.

**SPECIAL USE PERMIT
861 COFFEEN STREET- PARCEL # 8-11-101.000**

The Planning Board then considered a request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000.

Mr. Amell was in attendance to represent the request.

Mr. Coburn began by asking exactly where the subject parcel was located. The other Planning Board members replied that it was across the street from the Fairgrounds. Mr. Coburn then asked if the Planning Board needed to consider the SEQR form. Ms. Voss replied that the City Council would be the Lead Agency pursuant to SEQR.

Mr. Neddo then asked if Staff needed more details from the applicant in order to evaluate the request properly. Ms. Voss answered in the affirmative. Mr. Neddo then said to Mr. Amell that such details would include traffic flow patterns, site layout, etc. Mr. Amell replied that none of the vehicular traffic in or out would change, and that he already had 18 parking spaces that he used for the ice cream stand, and added that he did not propose to put any more gravel down or do any more paving.

Mr. Neddo then asked how many cars Mr. Amell would have for sale on his lot at any given time. Mr. Amell replied that it would be a maximum of 15, and that he would park them across the front of the property.

Mr. Neddo then said to Mr. Amell that Staff was looking for a more detailed sketch of the proposed layout for the site. Mr. Neddo then asked Ms. Voss to confirm that Mr. Amell's Special Use Permit would be conditioned on him staying faithful to what he proposed. Ms. Voss replied in the affirmative.

Mr. Amell then said that Staff had requested a letter from the property owner authorizing Mr. Amell to apply for a Special Use Permit, and that he had that letter with him to submit to Staff. Ms. Voss thanked him for the letter and said that she would add it to the file.

Mr. Amell then asked if he would need to reappear in front of the Planning Board. Mr. Neddo replied that as he understood it, Mr. Amell would need to come back next month because the Planning Board could not make a decision without more information, and then asked Staff if that was accurate. Mr. Lumbis replied that that was ultimately up to the Planning Board whether they felt informed enough to make a decision, but that the Board may want to place a limit on the number of vehicles and require a setback from the sidewalk, etc. A plan would help the Board better evaluate the proposal.

Mr. Neddo then reiterated the need for a sketch of the proposed site layout, and added that the Planning Board did not want to stop Mr. Amell from doing business, but in order to vote, they had to have an idea of what he wanted to do. Mr. Amell replied that putting together additional details was easy enough.

Mr. Neddo then moved to table the request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000. Ms. Fields seconded the motion and all voted in favor.



MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 861 Coffeen Street

DATE: April 27, 2017

Request: Special Use Permit to allow a used auto and golf cart sales lot in a Neighborhood Business District at 861 Coffeen Street, Parcel Number 8-11-101.000

Applicant: Michael Amell

Proposed Use: Sales lot for used automobiles and golf carts

Property Owner: Allen Chase

Submitted:

8 ½" x 11" Copy of Parcel Map: No A Sketch of the Site to Scale: No

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

County Planning Board Review Required: No

Comments: The applicant proposes to convert an existing structure to an office for used automobile and golf cart sales. The existing parking area in front of the building would be used to park the vehicles that are for sale. The property is in a Neighborhood Business zoning district, and was previously used as an ice cream stand. The sale of automobiles is permitted only by special approval of City Council, as per Section 310-8 of the Zoning Ordinance. This requires the applicant to apply for a Special Use Permit.

Other auto-oriented businesses are not abundant in this vicinity. There is a large car wash at 1020 Coffeen Street, roughly 0.3 miles to the northwest, also located in the Neighborhood Business District. An auto body repair shop is located at 595 Coffeen Street, roughly 0.3 miles to the southeast, split between Neighborhood Business and Heavy Industrial.

A similar request was made for a Special Use Permit to operate an auto sales lot at 816 Coffee Street in 2013. That request was defeated.

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

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

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

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

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

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

Site Plan Approval: The applicant indicated that there will be no physical changes to the site in terms of increased parking area, paving or other changes. If the size of the gravel parking area increases and/or if the site is ever paved, site plan approval will be required.

Other: The applicant did not provide a sketch of the site drawn to an engineering scale as required in the application. Therefore it is difficult to determine exactly where the cars would be placed on the site and whether or not the location of them would impact visibility, pedestrian access or traffic flow on the site. A sketch should be provided to help the Planning Board analyze the potential impacts of the project on the neighborhood.

The Planning Board may wish to consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time and the location of them on the site. With no limit on the number or location of vehicles, conflicts may arise with internal traffic flow on the site and pedestrian traffic on the sidewalk.

cc: City Council Members
Michael Amell, 865 Coffeen Street, Watertown, NY 13601
Justin Wood, City Engineer



MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 861 Coffeen Street UPDATE

DATE: May 11, 2017

Request: Special Use Permit to allow a used auto and golf cart sales lot in a Neighborhood Business District at 861 Coffeen Street, Parcel Number 8-11-101.000

Applicant: Michael Amell

Proposed Use: Sales lot for used automobiles and golf carts

Property Owner: Allen Chase

Submitted:

8 ½” x 11” Copy of Parcel Map: No A Sketch of the Site to Scale: No

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

County Planning Board Review Required: No

Comments: As requested at the May 2, 2017 Planning Board meeting, the applicant submitted a sketch plan with details, along with photos of the proposed site.

The plan shows parking for 30 cars for the sales lot, and 10 customer parking spots. The vehicles for sale are shown to be parked within two feet from the sidewalk. A second sketch plan shows the current grass area labeled as “future gravel”.

Other auto-oriented businesses are not abundant in this vicinity. There is a large car wash at 1020 Coffeen Street, roughly 0.3 miles to the northwest, also located in the Neighborhood Business District. An auto body repair shop is located at 595 Coffeen Street, roughly 0.3 miles to the southeast, split between Neighborhood Business and Heavy Industrial.

A similar request was made for a Special Use Permit to operate an auto sales lot at 816 Coffeen Street in 2013. That request was defeated.

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

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

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

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

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

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

Site Plan Approval: At the first meeting, the applicant indicated that there would be no physical changes to the site in terms of increased parking area, paving or other changes. The current site plans indicate the site will become a gravel parking area. Additionally, the preliminary application materials indicated a maximum of 15 cars to be sold on the lot. The current plan shows 30. The expansion of the parking into the lawn area and the proposal for a gravel parking area will require the applicant to apply for and obtain site plan approval in addition to the Special Use Permit.

Setbacks: The site plan show vehicles parked within two feet of the sidewalk. The Planning Board should consider a more appropriate setback to ensure pedestrian safety and overall aesthetics of the site. The Planning Board may wish to consider requiring the first row of cars be eliminated from the plan.

If the gravel is expanded and Site Plan Approval is required, the Landscaping and Buffer Zone Guidelines will require a minimum front yard setback of 15 feet.

Landscaping: The proposed plan does not show any landscaping. The Special Use Permit Standards require visual screening to minimize inconvenience to the neighborhood.

Additionally, if a Site Plan Review is required, the Landscaping and Buffer Zone Guidelines detail the landscaping treatments recommended for all site plan review projects.

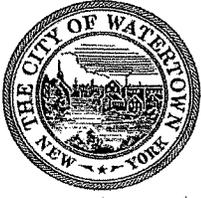
Other: A typical parking lot drive aisle is 24 feet, while a typical parking space is 20 feet in length. Given these dimensions, the site layout would need approximately 60 additional feet to be able to fit three rows of cars and three drive aisles. The applicant should revise the drawing to fit within these standard dimensions of the site in order to allow adequate circulation.

The Planning Board may wish to consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time and the location of them on the site. With no limit on the number or location of vehicles, conflicts may arise with internal traffic flow on the site and pedestrian traffic on the sidewalk.

Summary:

1. The expansion of the parking into the lawn area and the proposal for a gravel parking area will require the applicant to apply for and obtain site plan approval.
2. The Planning Board may wish to consider requiring the first row of cars be eliminated from the plan.
3. The Planning Board should consider requiring a more appropriate setback with landscaping to ensure pedestrian safety and overall aesthetics of the site.
4. The Planning Board should require the applicant to submit a revised drawing that depicts the parking spaces and drive aisles at standard dimensions in order to allow for adequate vehicular circulation.
5. The Planning Board may wish to consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time

cc: City Council Members
Michael Amell, 865 Coffeen Street, Watertown, NY 13601
Justin Wood, City Engineer



MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 861 Coffeen Street UPDATE

DATE: June 1, 2017

Request: Special Use Permit to allow a used auto and golf cart sales lot in a Neighborhood Business District at 861 Coffeen Street, Parcel Number 8-11-101.000

Applicant: Michael Amell

Proposed Use: Sales lot for used automobiles and golf carts

Property Owner: Allen Chase

Submitted:

8 ½” x 11” Copy of Parcel Map: No A Sketch of the Site to Scale: No

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

County Planning Board Review Required: No

Comments: As requested at the May 19, 2017 Planning Board meeting, the applicant submitted an updated sketch plan with details on parking, landscaping and setbacks.

The updated plan shows parking for 16 cars for the sales lot, and 4 customer parking spots. The vehicles for sale are shown to be parked within four feet from the sidewalk.

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

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

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

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

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

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

Site Plan Approval: The sketch plan submitted will not require Site Plan Approval as the site is not expanding beyond what is already there. However, if the applicant decides expand the area with gravel or asphalt of at least 400 square feet, a Site Plan will then be required.

Setbacks: The updated plan show vehicles parked within four feet of the sidewalk. The Planning Board may wish to consider eliminating the first parking spaces and specify a minimum setback from the sidewalk.

If the gravel is expanded and Site Plan Approval is required, the Landscaping and Buffer Zone Guidelines will require a minimum front yard setback of 15 feet.

Landscaping: The proposed plan indicates there will be landscaping along the front of the parcel. The Special Use Permit Standards require visual screening to minimize inconvenience to the neighborhood.

Additionally, if a Site Plan Review is required, the Landscaping and Buffer Zone Guidelines detail the landscaping treatments recommended for all site plan review projects.

Other: The Planning Board may wish to consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time and the location of them on the site.

Summary:

1. The Planning Board may wish to consider whether or not it would be appropriate to limit the number of vehicles that would be allowed for sale at the site at any given time
2. The Planning Board may wish to consider requiring the first row of cars be eliminated from the plan and specifying a minimum setback from the sidewalk.

cc: City Council Members
Michael Amell, 865 Coffeen Street, Watertown, NY 13601
Justin Wood, City Engineer



CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD

ROOM 304, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7740

MEETING: June 6, 2017

PRESENT:

Larry Coburn, Chairperson
Michelle Capone
Linda Fields
Neil Katzman
Anthony Neddo
Steve Rowell

ALSO:

Michael A. Lumbis, Planning & Community
Development Director
Jennifer Voss, Senior Planner
Michael DeMarco, Planner
Geoffrey Urda, Planner

ABSENT:

None

The June 6, 2017 Planning Board Meeting was called to order at 3:00 p.m. by Planning Board Chair Larry Coburn. Mr. Coburn then called for a reading of the Minutes from the May 16, 2017 Planning Board special meeting. Ms. Capone made a motion to accept the minutes as written. Ms. Fields seconded the motion and all voted in favor.

SPECIAL USE PERMIT

861 COFFEEN STREET- PARCEL # 8-11-101.000

The Planning Board then considered a tabled request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000.

Mr. Amell was in attendance to represent the request.

Mr. Coburn began by saying that this was an updated application from a tabled request and all the Planning Board members should have read the updates. Mr. Coburn then said the updated proposal should correlate with the initial intent of the Special Use Permit application and better equip the Planning Board to make a decision.

Mr. Coburn noted that the updated drawing depicted parking for 16 display cars and four customer spaces as well as the locations for both. He then read from Staff's memorandum and explained that while this proposal did not require Site Plan Approval, any future expansion would trigger that requirement. Mr. Coburn then asked Mr. Amell where he thought this business was going. Mr. Amell replied that he would probably consider adding a few spots in the front if his business does well.

Ms. Capone then asked whether there were 14 spaces for display cars or 16, and that she only saw 14. Mr. Amell clarified his drawing by explaining the locations of 20 total parking spaces on the property, and then said that four of them would be for customers.

Mr. Coburn then asked about landscaping along the front of the property. Mr. Amell replied that he planned to use shrubs for landscaping.

Ms. Fields then noted that Mr. Amell previously said that he would not sell golf carts or campers, but she recently saw both of those on his property on a recent drive past. Mr. Amell replied that he has sold golf carts for the last seven years, and added that the camper belonged to someone else and he could not do anything about it.

Ms. Fields then reiterated to Mr. Amell that he indeed had sold golf carts and that her concern was with the ingress and egress of traffic. Mr. Amell replied that there would be far less vehicular traffic from when the property was an ice cream parlor. He further explained that when he sold ice cream, there were several hundred vehicles entering and leaving the property, especially on Friday and Saturday evenings, and that with traffic greatly reduced, it would now be much easier to enter and leave the property.

Ms. Fields then asked if Mr. Amell could provide any more specific details regarding his proposed landscaping. Mr. Amell replied by asking if there was a requirement. Mr. Lumbis replied that the standards for a Special Use Permit stated that the Planning Board could put reasonable conditions on a Special Use Permit approval, such as setbacks, landscaping and limiting the number of vehicles for sale.

Ms. Capone then said that she would like to limit the number of vehicles to 16, as depicted in the plan that was presently in front of the Planning Board. She said that if Mr. Amell expanded his business in the future, the Planning Board could revisit that limit, but for now, the limit should be 16. Mr. Katzman then asked of that limit would apply to all types of vehicles, including golf carts. Ms. Capone replied that the limit was 16 vehicles, and if Mr. Amell wanted to occupy any of those spots with golf carts, that would be up to him.

Mr. Amell then said that he sold about six golf carts per summer, and added that he leased the neighboring mattress business as well. Mr. Coburn then asked if this Special Use Permit would also apply to the adjacent property where the mattress store was. Ms. Voss replied in the negative and said it was only for 861 Coffeen Street.

Mr. Neddo then inquired about the neighboring property on the other side, Liliane's Alterations, and asked whether Mr. Amell would be using the Liliane's driveway to access his own cars or kept any of his stock on her property. Mr. Neddo also asked whether the two properties shared a common landlord. Mr. Amell replied in the negative to both questions and said that Liliane Mandeville owned her own property.

Mr. Coburn then said that he agreed with Ms. Capone's proposed limit of 16 cars for sale at any given time under the umbrella of this Special Use Permit. Mr. Amell replied that he understood. Ms. Capone then reiterated that in her mind that limit was a combination of golf carts and vehicles.

Mr. Katzman then asked if there should be a buffer from the street. Ms. Fields replied that she had an issue with landscaping and thought there should be more landscaping than just shrubs. Ms. Fields then said to Mr. Lumbis that the Planning Board needed guidance, and added that the site did not need trees but did need some kind of buffer. Mr. Lumbis replied that there were many different types of shrubs that stayed small. Ms. Fields then said that she would like to see something similar to what Kinney's did, and wondered if that was too much to ask.

Ms. Capone then asked what the existing setback was. Mr. Amell replied that there was four feet of green space currently. Ms. Fields then said that if this site grew and necessitated a Site Plan Approval, the requirement would then be 15 feet. Mr. Coburn then reiterated Ms. Fields' remarks and said to Mr. Amell that if he thought that his business might expand, that he might want to consider 15 feet right now.

Mr. Katzman then said that knowing what he knows about car dealers, they have a habit of encroaching, and added that he would like to see a raised flower bed or something else that would keep the cars from encroaching on the buffer, such as a three-foot high planter with flowers or shrubs in it.

Ms. Capone then said that she did not think it was up to the Planning Board to dictate landscaping, and that she felt the setback distance was more important than the type of landscaping it contained. She then asked her fellow Planning Board members what the setback should be and asked if the rest of the Planning Board wanted 15 feet. She then suggested requiring a 10-foot setback, a maximum of 16 vehicles for sale, and improved landscaping in some form.

Mr. Rowell then said that he thought the setback should be further than four feet, but did not see the present need for 15 since the applicant was not seeking Site Plan Approval. Mr. Rowell then asked if the Planning Board could suggest something in between. Ms. Voss replied that the Planning Board could suggest whatever they wanted. Mr. Coburn then said that he suggested 10 feet.

Mr. Katzman then asked if a plastic decorative chain or rope or some kind of curb stop could be included. Mr. Amell replied that he could put blocks across the front. Mr. Coburn then said that would suffice, as it would keep Mr. Amell from putting things too close to the front of his parcel. Ms. Fields then told Mr. Amell just to make it look nice. Ms. Capone then said that to summarize, the Planning Board would require 10-foot setbacks and a maximum of 16 vehicles for sale at any time and four customer parking spaces. All the other Planning Board members nodded in agreement.

Ms. Capone then made a motion to recommend that the City Council approve the request submitted by Michael Amell for a Special Use Permit to allow an automobile sales lot at 861 Coffeen Street, Parcel Number 8-11-101.000.

Mr. Katzman seconded the motion and all voted in favor.

Short Environmental Assessment Form

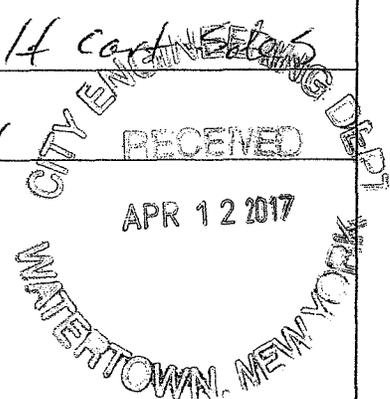
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: <i>used car sales Trucks/ Golf carts</i>			
Project Location (describe, and attach a location map): <i>871 Calfeen st. Watertown Ny 13601</i>			
Brief Description of Proposed Action: <i>sell used cars Trucks / Golf carts</i>			
Name of Applicant or Sponsor: <i>Michael P. Amell</i>		Telephone: <i>315-486-8172</i>	
Address: <i>865 Calfeen st</i>		E-Mail: <i>free-power@111@yahoo.com</i>	
City/PO: <i>Watertown</i>	State: <i>Ny</i>	Zip Code: <i>13601</i>	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>15 1/2</i> acres	
b. Total acreage to be physically disturbed?		<i>15 1/2</i> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>15 1/2</i> 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)?	NO	YES
If Yes, explain purpose and size: _____ _____	<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?	NO	YES
If Yes, describe: _____ _____	<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?	NO	YES
If Yes, describe: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Michael P. Amell</u>	Date: <u>3-9-17</u>	
Signature: <u>Michael P. Amell</u>		

Project:

Date:

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

Part 2 is to be completed by the Lead Agency.

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

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

Project: _____
 Date: _____

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

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

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

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

 Name of Lead Agency

 Date

 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from Responsible Officer)

July 7, 2017

To: The Honorable Mayor and City Council

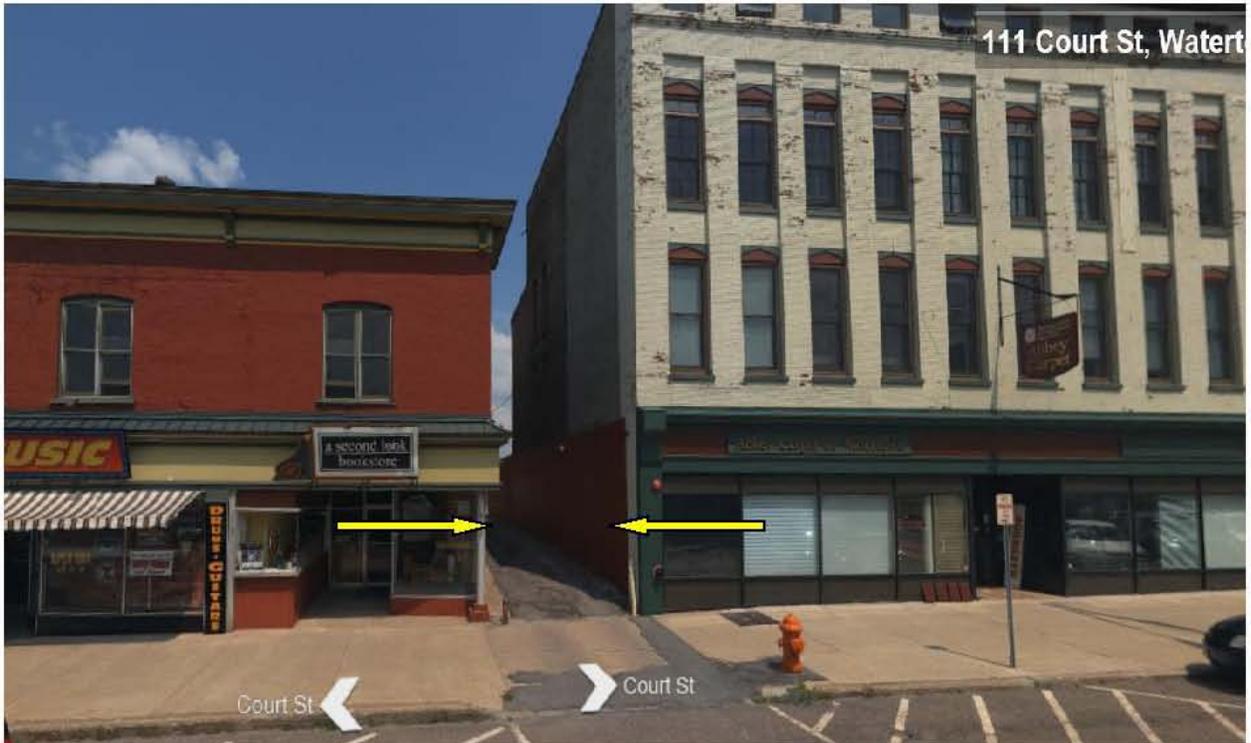
From: James E. Mills, City Comptroller

Subject: Tax Sale Properties

The two year redemption period ended on June 26th for those parcels included in the tax sale certificate auction held in June 2015. The following is a list of those properties for which the City is eligible to issue itself a tax sale deed.

<u>Address</u>	<u>Parcel #</u>	<u>Previous Owner</u>	<u>Property Class</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Lot size</u>
VL Court Street	07-01-129.001	Bronson, Henry	Vacant commercial	Commercial	\$3,600	10' x 76'
322 Franklin Street	11-04-212.000	Parow, Sharon	Residential vacant	Limited Business	\$8,000	50' x 40'
517 Jefferson Street	06-04-211.000	Miles, Bernard	Single family	Residential C	\$26,100	54' x 42'
549 Leray Street	01-01-115.000	Dashnaw, Clifford	Single family	Neighborhood Business	\$55,000	50' x 190'
471 Poplar Street	01-17-109.000	Fort Drum Storage LP	Industrial Vacant	Light industry	\$12,250	.98 acres
VL Rutland Street N	06-08-102.001	Blinebry, Donald	Residential vacant	Neighborhood Business	\$600	9' x 88'
549 Water Street	04-14-105.000	Seymour, Vernal	Residential vacant	Residential C	\$9,100	44' x 170'

VL Court Street



322 Franklin Street



517 Jefferson Street



549 Leray Street



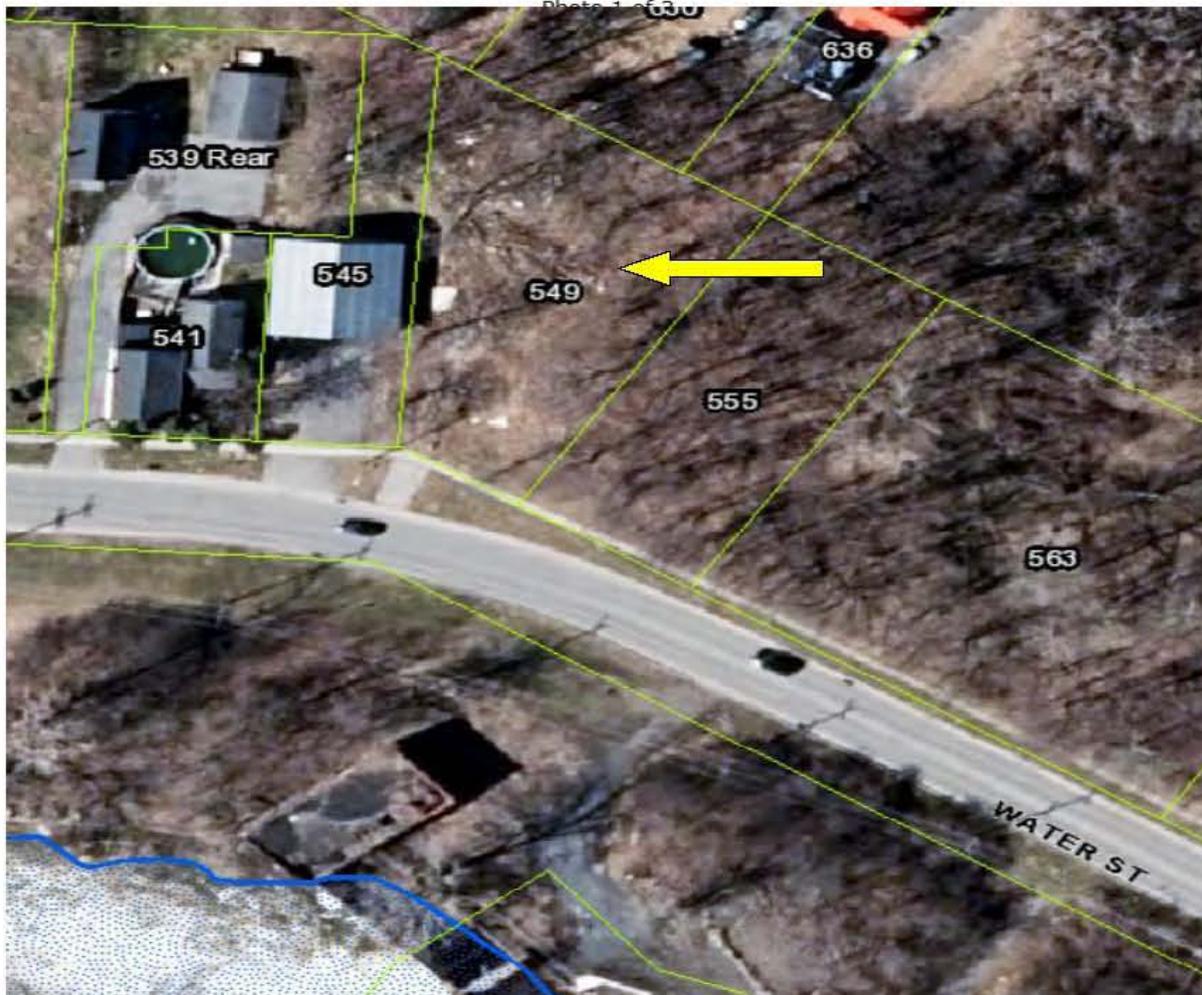
471 Poplar Street



VL Rutland Street North



549 Water Street



July 14, 2017

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sales Tax Revenue – June 2017

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to last June, sales tax revenue on an actual to actual basis was up \$31,877 or 1.78%. In comparison to the original budget projection for the month, sales tax was down \$40,994 or 2.20%.

The year-to-date actual receipts are up \$748,614 or 4.39% while the ear-to-date receipts on a budget basis are down \$213,193 or 1.18%. Year-to-date sales tax revenue finished at \$17,816,807.

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

	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,361,364	\$ 1,492,579	\$ 1,412,829	\$ 1,509,325	\$ 1,536,214	\$ 26,889	1.78%		
August	\$ 1,357,130	\$ 1,463,877	\$ 1,247,954	\$ 1,494,788	\$ 1,435,666	\$ (59,121)	-3.96%		
September	\$ 2,071,785	\$ 1,760,254	\$ 2,206,655	\$ 1,683,486	\$ 1,982,777	\$ 299,291	17.78%	267,059	5.70%
October	\$ 1,301,624	\$ 1,584,174	\$ 1,405,774	\$ 1,339,731	\$ 1,295,166	\$ (44,566)	-3.33%		
November	\$ 1,274,589	\$ 1,116,784	\$ 1,398,402	\$ 1,375,619	\$ 1,355,551	\$ (20,068)	-1.46%		
December	\$ 1,714,672	\$ 1,543,425	\$ 1,540,727	\$ 1,351,562	\$ 1,752,250	\$ 400,688	29.65%	336,054	8.26%
January	\$ 1,276,483	\$ 1,238,468	\$ 1,261,235	\$ 1,332,286	\$ 1,363,372	\$ 31,086	2.33%		
February	\$ 1,160,663	\$ 1,076,005	\$ 1,059,321	\$ 1,084,467	\$ 1,087,663	\$ 3,196	0.29%		
March	\$ 1,453,454	\$ 1,471,964	\$ 1,295,074	\$ 1,426,339	\$ 1,548,314	\$ 121,975	8.55%	156,257	4.07%
April	\$ 1,293,493	\$ 1,271,765	\$ 1,286,204	\$ 1,333,096	\$ 1,313,100	\$ (19,996)	-1.50%		
May	\$ 1,373,513	\$ 1,298,653	\$ 1,288,547	\$ 1,348,173	\$ 1,325,536	\$ (22,637)	-1.68%		
June	\$ 1,609,032	\$ 1,699,052	\$ 1,726,963	\$ 1,789,321	\$ 1,821,198	\$ 31,877	1.78%	(10,755)	-0.24%
YTD	\$ 17,247,801	\$ 17,017,001	\$ 17,129,685	\$ 17,068,193	\$ 17,816,807	\$ 748,614	4.39%		

	<u>Original Budget</u>		<u>Actual 2016-17</u>	<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
	<u>2016-17</u>						
July	\$ 1,629,404		\$ 1,536,214	\$ (93,190)	-5.72%		
August	\$ 1,613,835		\$ 1,435,666	\$ (178,169)	-11.04%		
September	\$ 1,815,931		\$ 1,982,777	\$ 166,846	9.19%	(104,513)	-2.07%
October	\$ 1,447,769		\$ 1,295,166	\$ (152,603)	-10.54%		
November	\$ 1,486,205		\$ 1,355,551	\$ (130,654)	-8.79%		
December	\$ 1,460,440		\$ 1,752,250	\$ 291,810	19.98%	8,553	0.19%
January	\$ 1,411,817		\$ 1,363,372	\$ (48,445)	-3.43%		
February	\$ 1,119,073		\$ 1,087,663	\$ (31,410)	-2.81%		
March	\$ 1,399,941		\$ 1,548,314	\$ 148,373	10.60%	68,518	1.74%
April	\$ 1,390,442		\$ 1,313,100	\$ (77,342)	-5.56%		
May	\$ 1,392,951		\$ 1,325,536	\$ (67,415)	-4.84%		
June	\$ 1,862,192		\$ 1,821,198	\$ (40,994)	-2.20%	(185,751)	-4.00%
YTD	\$ 18,030,000		\$ 17,816,807	\$ (213,193)	-1.18%		

July 7, 2017

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sale of Surplus Hydro-electricity – June 2017

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last June, the sale of surplus hydro-electric power on an actual to actual basis was up \$518,855 or 318.98%. In comparison to the original budget projection for the month, revenue was up \$306,006 or 81.49%.

The year-to-date actual revenue is up \$762,915 or 19.10% while the year-to-date revenue on a budget basis is up \$796,903 or 20.12%. Year-to-date revenue finished at \$4,756,903.

The attached spreadsheet shows the monthly revenues for this year and last year along with the budgeted amounts. Revenues for the Fiscal Years' 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16 have been included for historical perspective.

	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 58,161	\$ 821	\$ 382,759	\$ 286,952	\$ 321,539	\$ 73,815	\$ (247,724)	-77.04%
August	\$ 60,957	\$ 2,060	\$ 115,769	\$ 293,338	\$ 11,805	\$ 278,611	\$ 266,806	2260.14%
September	\$ 269,071	\$ 17,605	\$ 48,478	\$ 38,778	\$ 14,857	\$ 22,118	\$ 7,262	48.88%
October	\$ 271,426	\$ 261,082	\$ 237,797	\$ 296,432	\$ 260,804	\$ 208,586	\$ (52,218)	-20.02%
November	\$ 248,928	\$ 105,694	\$ 473,459	\$ 331,977	\$ 393,589	\$ 396,753	\$ 3,164	0.80%
December	\$ 446,292	\$ 356,383	\$ 323,081	\$ 502,018	\$ 542,231	\$ 470,259	\$ (71,971)	-13.27%
January	\$ 145,673	\$ 179,469	\$ 240,183	\$ 246,137	\$ 380,018	\$ 481,938	\$ 101,920	26.82%
February	\$ 95,930	\$ 160,026	\$ 225,629	\$ 158,920	\$ 440,304	\$ 325,684	\$ (114,620)	-26.03%
March	\$ 342,560	\$ 338,154	\$ 232,743	\$ 154,182	\$ 634,598	\$ 418,328	\$ (216,270)	-34.08%
April	\$ 294,811	\$ 551,360	\$ 468,075	\$ 577,742	\$ 555,833	\$ 688,018	\$ 132,185	23.78%
May	\$ 417,317	\$ 324,167	\$ 660,449	\$ 192,410	\$ 275,751	\$ 711,278	\$ 435,527	157.94%
June	\$ 114,976	\$ 474,813	\$ 421,856	\$ 638,045	\$ 162,659	\$ 681,514	\$ 518,855	318.98%
YTD	<u>\$ 2,766,103</u>	<u>\$ 2,771,633</u>	<u>\$ 3,830,277</u>	<u>\$ 3,716,931</u>	<u>\$ 3,993,988</u>	<u>\$ 4,756,903</u>	<u>\$ 762,915</u>	<u>19.10%</u>

Original Budget

	<u>2016-17</u>	<u>Actual 2016-17</u>	<u>Variance</u>	<u>%</u>
July	\$ 234,630	\$ 73,815	\$ (160,815)	-68.54%
August	\$ 143,986	\$ 278,611	\$ 134,625	93.50%
September	\$ 131,075	\$ 22,118	\$ (108,957)	-83.13%
October	\$ 346,050	\$ 208,586	\$ (137,464)	-39.72%
November	\$ 423,485	\$ 396,753	\$ (26,732)	-6.31%
December	\$ 371,356	\$ 470,259	\$ 98,903	26.63%
January	\$ 296,766	\$ 481,938	\$ 185,172	62.40%
February	\$ 202,888	\$ 325,684	\$ 122,796	60.52%
March	\$ 369,204	\$ 418,328	\$ 49,124	13.31%
April	\$ 585,166	\$ 688,018	\$ 102,852	17.58%
May	\$ 479,886	\$ 711,278	\$ 231,392	48.22%
June	\$ 375,508	\$ 681,514	\$ 306,006	81.49%
YTD	<u>\$ 3,960,000</u>	<u>\$ 4,756,903</u>	<u>\$ 796,903</u>	<u>20.12%</u>

Total Budget \$ 3,960,000