

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, August 1, 2016**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 1, 2016, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Adopting “Think Differently” Initiative to Assist Individuals With Special Needs and Their Families
- Resolution No. 2 - Authorizing Payment In Lieu Of Taxes (PILOT) Agreements, HKBBE Apartments Housing Development Fund Corporation
- Resolution No. 3 - Approving Agreement for Rental of Ice Time at the Watertown Municipal Arena, Figure Skating Club of Watertown
- Resolution No. 4 - Approving Pivot Employee Assistance Services Contract
- Resolution No. 5 - Accepting Bid for Ready-Mix Concrete, Champion
- Resolution No. 6 - Authorizing Support to Change Road Classification of Gaffney Drive and Western Boulevard
- Resolution No. 7 - Finding That Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business Will Not Have a Significant Impact on the Environment

Resolution No. 8 - Authorizing the Sale of 138 Court Street To S&J Properties of Watertown, LLC

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

7:30 p.m. Resolution Approving Grant Application to the Justice Assistance Grant Program, Interlocal Agreement Between the City of Watertown and County of Jefferson

7:30 p.m. Resolution Approving the Special Use Permit Request Submitted by Aaron Netto of Gianaco, LLC to Allow a Four Unit Multi-family Dwelling at 338 Academy Street, Respective Parcel Numbers 11-04-128.000

7:30 p.m. Ordinance Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business

**OLD BUSINESS**

**STAFF REPORTS**

1. Projected FY 2017-18 Projected Tax Cap

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

Next Work Session is scheduled for Monday, August 8, 2016, at 7:00 p.m.

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, AUGUST 15, 2016.**

Res No. 1

July 19, 2016

To: City Council Members

From: Joseph M. Butler, Jr., Mayor

Subject: Adopting the “Think Differently” Initiative to Assist Individuals  
With Special Needs and Their Families

Since its inception in 2015, the “Think Differently” initiative has been embraced in other communities throughout New York State. The message that resonates in the community, from businesses and organizations learning how to better welcome their neighbors with special needs, provides a greater sense of inclusiveness among residents of all abilities.

I urge you to consider the attached resolution to show our citizens that we embrace all residents of all abilities.

# RESOLUTION

Page 1 of 2

Adopting "Think Differently" Initiative to Assist Individuals With Special Needs and Their Families

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*

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WHEREAS the "Think Differently" Initiative is about promoting awareness and acceptance of all people, and advocating for the inclusion of all individuals living on the Autism Spectrum and with special needs, and

WHEREAS our state and communities are stronger because of our diversity and differences, and

WHEREAS according to the Center for Disease Control (CDC), over 55 million people, or approximately 19% of Americans, have a type of disability or special need, and

WHEREAS for some people with special needs, the very things that make them unique can also keep them on the sidelines, separate from those who might not understand their differences or uniqueness, and

WHEREAS it is important to promote and provide guidance to those with special needs on how to access publically supported services available to them in the community, and

WHEREAS it is important to encourage and educate the community and businesses on ways they can make facilities and services more accessible on how to train staff to welcome and support special needs customers and co-workers, and

WHEREAS the goal of this initiative is to provide a supportive and inclusive environment for individuals of all abilities by supporting community events that expand family friendly opportunities for people with special needs and their families, and

WHEREAS adopting the "Think Differently" initiative is an important statement that our City officials, business owners and residents can make to show their support for the differently-abled children and adults with special needs and their families,

# RESOLUTION

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Adopting "Think Differently" Initiative to Assist Individuals With Special Needs and Their Families

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, along with residents and business owners, hereby adopts the "Think Differently" initiative so that all are better prepared to communicate with, provide for, and support those living on the Autism Spectrum and with special needs.

**Seconded by**



## COUNTY OF DUTCHESS

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



July 8, 2016

Dear Mayor,

Earlier this month, the City of Troy became the first municipality in New York State to adopt Dutchess County's "Think DIFFERENTLY" initiative, doing so unanimously. I respectfully ask your city to similarly consider our "Think DIFFERENTLY" initiative, which would be a great step forward for residents with special needs – one that can be replicated throughout our state.

Since its inception in 2015, our "Think DIFFERENTLY" initiative has been embraced throughout Dutchess County, and the message has resonated greatly in our community – from businesses and organizations learning how to better welcome their neighbors with special needs, to a greater sense of inclusiveness among residents of all abilities. Dutchess County has also partnered with local sponsors to offer free movie days and picnics for our children with special needs and their families, exemplifying our desire to have every resident, regardless of ability, feel welcome in their own community.

"Think DIFFERENTLY" is a call to action, a genuine challenge to determine if we have it within ourselves to look past our differences and treat others the way we would hope to be treated. Too often, too many with special needs are overlooked and their unique abilities ignored. Instead, we seek to lift each other up and embrace all residents of all abilities.

As the father of a daughter who lives on the autism spectrum, I sincerely ask you to answer our call and consider adopting "Think DIFFERENTLY" in your city. I envision other cities, towns and villages across the state following your lead; and together, we can make our state a model for the nation, letting citizens from Maine to Florida to California know that in New York, we "Think DIFFERENTLY."

Enclosed is a draft resolution for your review. I encourage you to call me at (845) 486-2000 or e-mail me at [countyexec@dutchessny.gov](mailto:countyexec@dutchessny.gov) should you need more information.

Best regards,

Marcus J. Molinaro  
Dutchess County Executive

Res No. 2

July 27, 2016

To: The Honorable Mayor and City Council  
From: Brian S. Phelps, City Assessor  
Subject: Neighbors of Watertown PILOT Agreement

Neighbors of Watertown is looking to consolidate five properties under a single ownership of a private housing fund development company in order to raise money for the rehabilitation of those low income properties. They are also asking that all five properties be exempted from property taxes and subject to a single PILOT payment equal to 5% of the shelter rent.

Properties are currently a mix of 100% exempt and mostly exempt with PILOTs. Our calculations show that the proposed PILOT would be a net increase in revenue to the City.

The attached resolution for Council consideration:

- 1) Authorizes the dissolution of the current property owners,
- 2) Exempts the properties from real property taxation (the City has the authority to exempt from City, County and School),
- 3) Allows for the formation of the proposed housing development fund company,
- 4) Approves the PILOT agreement.

# RESOLUTION

Page 1 of 2

Authorizing Payment In Lieu Of Taxes (PILOT) Agreements, HKBBE Apartments Housing Development Fund Corporation

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.

YEA	NAY

Total .....

### *Introduced by*

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WHEREAS HKBBE Apartments Housing Development Fund Corporation (the “HDFC”) is undertaking the redevelopment of five non-adjacent affordable housing projects located in the City of Watertown and commonly known as Centennial Apartments, Bugbee Apartments, Henry Keep Housing, Olympic Apartments and Brighton Apartments, and known together as HKBBE Apartments (the “Facility”), and

WHEREAS the Facility provides rental units to meet the continued demand for affordable housing, and

WHEREAS in order to be financially viable the Facility requires a Payment In Lieu Of Taxes (PILOT) Agreement equal to 5% of shelter rent per year, and

WHEREAS the owner of Olympic Apartments, Olympic Apartments Associates L.P., and the owner of Brighton Apartments, Brighton Apartments Associates Limited Partnership (collectively, the “Article V Partnerships”), were each formed pursuant to Article V of the Private Housing Finance Law (“PHFL”) with the City of Watertown as the supervising agency (the “City”), and such Article V Partnerships desire that the City approve the termination of their existing tax exemptions, the conveyance of Olympic Apartments and Brighton Apartments to the HDFC, as nominee for HKBBE Apartments Limited Partnership (the “New Owner”) and the voluntary dissolution of the Article V Partnerships,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the attached Payment In Lieu Of Taxes (PILOT) Agreement equal to 5% shelter rent per year in connection with the Facility, and

# RESOLUTION

Page 2 of 2

Authorizing Payment In Lieu Of Taxes (PILOT) Agreements, HKBBE Apartments Housing Development Fund Corporation

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 that the Mayor, Joseph M. Butler, Jr., is hereby authorized and directed to execute the attached Payment In Lieu of Taxes (PILOT) Agreement on behalf of the City Council, and

BE IT FURTHER RESOLVED that City Council hereby consents to the formation of HKBBE Apartments Housing Development Fund Corporation pursuant to Article XI of the Private Housing Finance Law of the State of New York, and

BE IT FURTHER RESOLVED that City Council hereby exempts from taxation those properties described in the attached PILOT agreement in the manner outlined therein, and

BE IT FURTHER RESOLVED that the City of Watertown hereby approves and consents to (i) pursuant to Section 125 of the PHFL, the termination of the prior exemptions of the Article V Partnerships, which terminations shall become effective one day preceding the conveyance of the projects from the Article V Partnerships to the New Owner; (ii) the conveyance of Olympic Apartments and Brighton Apartments from the Article V Partnerships to the New Owner; and (iii) pursuant to Section 123(4) of the PHFL, the voluntary dissolution of the Article V Partnerships.

**Seconded by**

**PAYMENT IN LIEU OF TAXES AGREEMENT**

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “Agreement”), by and among **HKBBE APARTMENTS HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation formed pursuant to Article XI of the Private Housing Finance Law of the State of New York (“Company”), **HKBBE Apartments Limited Partnership**, a New York limited partnership (the “Partnership”) and the **CITY OF WATERTOWN** (the “City”) referred to as the “Local Legislative Body”) is dated as of \_\_\_\_\_, 2016.

**WITNESSETH:**

**WHEREAS**, Company is, or shall become, the fee title owner of certain real property located in the City of Watertown, Jefferson County, New York, being more particularly described in Schedule A annexed and the buildings, fixtures and improvements located thereon (the “Facility”), being the five non-adjacent affordable housing projects commonly known as Centennial Apartments, Bugbee Apartments, Henry Keep Housing, Olympic Apartments and Brighton Apartments, and referred to collectively as HKBBE Apartments.

**WHEREAS**, The Company shall enter into a Nominee Agreement with the Partnership, whereby the Company shall convey all beneficial and equitable rights in the Facility to the Partnership but shall retain legal title; and

**WHEREAS**, Company and the Local Legislative Body may enter into an agreement designed to exempt Company from the payment of local taxes and assessments imposed upon real property and improvements owned by Company, other than special ad-valorem levies, special assessments and service charges which otherwise be imposed against real property located in The City for special improvements or special district improvements, pursuant to Section 577 of the Private Housing Finance Law of the State of New York (the “PHFL”); and

**WHEREAS**, the Company and the Local Legislative Body deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes by Partnership to the Local Legislative Body in which the Facility is located;

**NOW THEREFORE**, for the purposes of promoting the financing of the Facility and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Local Legislative Body hereby exempts from local and municipal taxes, including school taxes, other than assessments for local improvements and special ad valorem districts (e.g., sidewalk improvement district), one hundred percent (100%) of the value of the Facility, including the land and any improvements. “Local and Municipal Taxes, including school taxes” shall mean any and all real estate taxes levied by any affected taxing jurisdiction (as defined in Subdivision 1(b) of Section 577 of the PHFL) which has jurisdiction over the Facility and intending to bind the applicable taxing jurisdictions to the fullest extent provided under Section 577 of the PHFL.

2. This tax exemption will commence with the next completed final assessment roll following the date of the Company’s acquisition of the fee title interest in the Facility (the “Acquisition”) prior to the applicable taxable status date (December 1<sup>st</sup>) and shall continue for a period of forty (40) years following the Acquisition, unless terminated earlier as a result of an Event of Default of this Agreement. This Agreement shall not limit or restrict the Company’s or Partnership’s right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes (“PILOT”) computed at five percent (5%) of the collected Shelter Rent received by the Partnership per annum, and shall be paid to the City by March 1<sup>st</sup> each year. “Shelter Rent” is defined as gross rental income, less utilities (including water, sewer, electricity, gas, fuel oil, cable and telecommunications) paid by the Partnership. Payment shall include documentation supporting the calculation. The aforementioned PILOT payments shall cover all

Local and Municipal Taxes including school taxes, other than assessments for local improvements and special ad valorem districts, owed in connection with the Facility. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Facility shall be operated in conformance with the provisions of Article XI of PHFL. Special district and/or special improvement charges, unless otherwise exempt, if any, are to be paid in full in accordance with normal billing practices.

4. Any failure on the part of Partnership to timely make any payments pursuant to this Agreement shall be an event of default (“Event of Default”) under this Agreement. Upon the failure of Partnership to make its annual payment in lieu of taxes to the City or its payment of an assessment for local improvements, the City shall give written notice of such default to the Partnership or their successors or assigns. If the required payment is made within thirty (30) days of the receipt of such notice, then said default shall be deemed cured and this agreement shall remain in full force and effect. If payment is not made within thirty (30) days of such notice, the payment will bear the interest and penalty charges applicable to other taxpayers.

5. Payment shall be accompanied by a copy of Partnership’s annual audit and shall be apportioned by the City to the respective taxing jurisdictions in proportion to the prior year’s tax rates , the City shall have the right of access to Partnership’s books and records, upon reasonable notice, to verify such audit and computation.

6. In the event that any part of the Facility is transferred from Company, to any party or an entity that does not meet the requirements of Article XI of the PHFL, that portion of the Facility shall be immediately subject to taxation pursuant to Section 520 of the New York Real Property Tax Law, as amended. The tax exemption provided by this Agreement will continue for

the term described above provided there is no uncured Event of Default. In the event an action is brought to foreclose a mortgage upon the Facility, and the legal and beneficial interest in the Facility is acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, and such successor in interest operates the Facility in conformance with Article XI of the PHFL the tax exemption shall continue as described above.

7. To the extent the Facility or any part thereof is declared to be subject to taxation or assessments by an amendment to the PHFL, other legislative change, or by a final judgment of a court of competent jurisdiction, the obligations of Company and Partnership hereunder shall be modified in accordance with such determination.

8. Any notice required to be given under this Agreement shall be deemed to have been duly given when delivered and, if delivered by mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

The Company

ATTN: General Partner  
HKBBE Apartments Housing Development Fund  
Corp  
c/o Neighbors of Watertown, Inc.  
112 Franklin Street  
Watertown, New York 13601

The City

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

The Partnership

ATTN: General Partner  
HKBBE Apartments Limited Partnership

c/o Neighbors of Watertown, Inc.  
112 Franklin Street  
Watertown, New York 13601

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of dispute, venue is designated as Supreme Court, State of New York, County of Jefferson.

10. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted respective successors and assigns, including the successors in interest of the Company. There shall be no assignment of this Agreement by the Company except with the prior written consent of the City, which consent shall not be unreasonably withheld.

11. In the event that the Nominee Agreement between the Company and the Partnership is terminated or expires the Company hereby assumes all rights and responsibilities of the Partnership contained herein,

12. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

13. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

14. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described Facility and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

15. Each of the parties individually represents and warrants that the execution,

delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, and (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

***[No Further Text. Signature Page Follows.]***

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Agreement on the date set forth above.

HKBBE APARTMENTS HOUSING  
DEVELOPMENT FUND CORPORATION,  
a New York not-for-profit corporation

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

HKBBE APARTMENTS LIMITED  
PARTNERSHIP, a New York partnership

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

CITY OF WATERTOWN

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

**Schedule A**  
**HKBBE Apartments Housing Development Fund Corporation**

**Bugbee Apartments**  
**105 Washington Street**  
**Watertown NY 13601**  
**Parcel ID: 11-01-216.000**

ALL that tract or parcel of land situate In the City of Watertown, County of Jefferson and State of New York and further described as follows:

Beginning at the intersection of the easterly street margin of Washington Street and the southerly street margin of Public Square;

THENCE S. 70°-58' E. along the southerly street margin of Public Square a distance of 84.43 feet to a point;

THENCE S. 19°-03' W. a distance of 56.50 feet to a point ;

THENCE S. 71°-28' E. a distance of 73.95 feet to s point;

THENCE S. 55°- 48' W. a distance of 78.36 feet to a point;

THENCE N. 70°-17 W. a distance of 1111.6 feet to a point in the easterly street margin of Washington Street ;

THENCE N. 18°- 53' E. along the easterly street margin of Washington Street a distance of 117.28 feet to the point of beginning,

CONTAINING 0.300 acres of land more or less .

ALSO including a right-of - way for ingress to & egress from the rear of the above- described 0.300 acre parcel , said right-of way being along the most southeasterly property line and the most southeasterly property line extended northeasterly to Franklin Street.

Also all that tract or parcel of land, situate in the City of Watertown, County of Jefferson and State of New York and further described as follows:

Beginning at the most westerly corner of the parcel of land conveyed by Louis G. & Laura N. Grieco to Neighbors of Watertown, Inc. by deed recorded in the Jefferson County Clerk's Office in Liber 931 at page 1015 on June 24, 1983;

Thence N. 55° 48' E. along the most northwesterly property line of the Neighbors of Watertown, Inc. parcel a distance of 10.78 feet to a point;

Thence S. 19° 33' W. a distance of 0.56 feet to a point;

Thence S. 55° 08' W. a distance of 10.33 feet to a point in the southwesterly property line of the Neighbors of Watertown, Inc. parcel;

Thence N. 33° 26' W. along the southwesterly property line of the Neighbors of Watertown, Inc. parcel a distance of 0.45 feet to the point of beginning.

Containing approximately 4 square feet of land more or less.

ALSO all that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York and further described as follows;

Beginning at the westerly corner of the parcel of land conveyed by Louis G & Laura N Grieco to Neighbors of Watertown Inc., by deed recorded in the Jefferson County Clerk's Office in Liber 931 at Page 1015 on June 24, 1993;

Thence S. 33° 26' E. along the southwesterly property line of the Neighbors of Watertown, Inc. parcel a distance of 0.45 feet to a point;

Thence S. 55° 08' W. a distance of 3.10 feet to a point;

Thence N. 70° 31' W. a distance of 0.60 feet to a point;

Thence N. 55° 48' E. a distance of 3.46 feet to the point of beginning.

Containing approximately 2 square feet of land more or less.

**Centennial Apartments**  
**1010 Washington Street**  
**Watertown NY 13601**  
**Parcel ID: 14-08-101.002**

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

BEGINNING at an iron pipe found in the southerly street margin of Pratt Street, said iron pipe is situate N. 71° 51' W., along the southerly street margin of Pratt Street, a distance of 559.26 feet from the intersection of the southerly street margin of Pratt Street and the westerly street margin of Washington Street;

THENCE S. 21° 22' W. a distance of 277.12 feet to an iron pipe found;

THENCE S. 71° 51' E. a distance of 231.70 feet to a point;

THENCE S. 18° 30' W. a distance of 244.81 feet to a point;

THENCE S. 70° 20' E. a distance of 79.06 feet to an iron pipe found;

THENCE S. 23° 45' W. a distance of 354.55 feet to a fence post in concrete found;

THENCE N. 71° 51' W. a distance of 329.70 feet to an iron pipe found;

THENCE N. 23° 00' E. a distance of 363.00 feet to an iron pipe found;

THENCE N. 71° 51' W. a distance of 29.90 feet to an iron pipe found;

THENCE N. 21° 22' E. a distance of 515.40 feet to an iron pipe found in the aforementioned southerly street margin of Pratt Street;

THENCE S. 71° 51' E. along the southerly street margin of Pratt Street a distance of 41.06 feet to the point of beginning.

CONTAINING 4.525 acres of land more or less.

EXCEPTING AND RESERVING THEREFROM all that portion of the sanitary sewer easement conveyed to the City of Watertown by The Henry Keep Home by deed dated December 19, 1977, and recorded in the Jefferson County Clerk's Office on January 31, 1970, in Book 687 of Deeds at page 1074, which lies within the boundaries of the above described 4.525 acre parcel, being a rectangular parcel located westerly of the existing manhole which serves said sanitary sewer 20 feet in width and extending into said 4.525 acre parcel about 10 feet.

SUBJECT TO a perpetual Right-of-Way across said parcel, bounded and described as follows:

BEGINNING at an iron pipe found in the southerly street margin of Pratt Street, said iron pipe is situate N. 71° 51' W., along the southerly street margin of Pratt Street, a distance of 559.26 feet from the intersection of the southerly street margin of Pratt Street and the westerly street margin of Washington Street;

THENCE S. 21° 22' W. a distance of 277.12 feet to an iron pipe found;

THENCE N. 68° 38' W. a distance of 41.00 feet to a point;

THENCE N. 21° 22' E. a distance of 274.82 feet to an iron pipe found in the southerly street margin of Pratt Street;

THENCE S. 71° 81' E. along the southerly street margin of Pratt Street a distance of 41.06 feet to the point of beginning.

ALSO CONVEYING a perpetual Right-of-Way to be used with others for ingress to and egress from the above described 4.525 acre parcel bounded and described as follows;

BEGINNING at a point in the westerly street margin of Washington Street, said point is situate S. 23° 45' W., along the westerly street margin of Washington Street, a distance of 485.91 feet from the intersection of the westerly street margin of Washington Street and the southerly street margin of Pratt Street;

THENCE S. 23° 45' W, along the westerly street margin of Washington Street a distance of 40.19 feet to an iron pipe found;

THENCE N. 71° 51' W. a distance of 214.30 feet to an iron pipe found;

THENCE N. 70° 20' W. a distance of 79.06 feet to a point;

THENCE N. 18° 30' E. a distance of 37.90 feet to a point;

THENCE S. 71° 51' E. a distance of 297.02 feet to the point of beginning.

ALSO CONVEYING AN EASEMENT for the construction, repair, maintenance and replacement of a water pipe to serve the above described 4.525 acre parcel, bounded and described as follows:

BEGINNING at a point which is N. 18° 30' E, a distance of-16.0 feet from an inside corner of said 4.525 acre parcel formed by the intersection of the third and fourth courses thereof;

THENCE N. 18° 30' E. along said third course a distance of 18.1 feet to a point;

THENCE S. 43° 54' E. a distance of 35.4 feet to a point;

THENCE S. 71° 51' E. a distance of 118.5 feet to a point;

THENCE S. 18° 09' W. a distance of 16.0 feet to a point;

THENCE N. 71° 61' W. a distance of 122.5 feet to a point;

THENCE N. 43° 64' W. a distance of 31.1 feet to the point of beginning.

CONTAINING 0.057 acres of land more or less (2467 8q. ft.).

ALSO CONVEYING AN EASEMENT for the construction, repair, maintenance and replacement of a storm water sewer to serve the above described 4.525 acre parcel, bounded and described as follows;

BEGINNING at a point which is N. 18° 30' E. a distance of 27.45 feet from an inside corner of said 4.525 acre parcel formed by the intersection of the third and fourth courses thereof;

THENCE N. 18° 30' E. along said third course a distance of 19.1 feet to a point;

THENCE S. 38° 08' E. a distance of 87.4 feet to a point in the fourth course of said 4.525 acre parcel;

THENCE N. 70° 20' W. along said fourth course a distance of 30.0 feet to a point;

THENCE N. 38° 08' W. a distance of 51.5 feet to the point of beginning.

CONTAINING 0.025 acres of land more or less (1110Sq. Ft.).

ALSO CONVEYING AN EASEMENT for the construction, repair, maintenance and replacement of telephone, electric and electronic wires and television cable to serve the above described 4.525 acre parcel, bounded and described as follows:

BEGINNING at a point which is N. 18° 30' E. a distance of 138.0 feet from an inside corner of said 4.525 acre parcel formed by the intersection of the third and fourth courses thereof;

THENCE S. 8° 04' E. a distance of 31.3 feet to a point;

THENCE S. 71° 30' E. a distance of 41.0 feet to a point;

THENCE S. 18° 30' W. a distance of 12.0 feet to a point;

THENCE N. 71° 30' W. a distance of 55.0 feet to a point in the above mentioned third course of the 4.525 acre parcel;

THENCE N. 18° 30' E. along said third course a distance of 40.0 feet to the point of beginning.  
CONTAINING 0.020 acres of land more or less. (856 sq.ft. ±).

This conveyance is subject to all rights and restrictions of record.

**Henry Keep Apartments**  
**206 State Street**  
**Watertown NY 13601**  
**Parcel ID: 12-01-111.000**

All that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York and being further described as follows:

Beginning at the intersection of the Southerly street margin of State Street and the Easterly terminus of Public Square;

Thence S.  $62^{\circ} 27' 34''$  E. along the southerly street margin of State Street, a distance of 125.30 feet to an iron pipe set;

Thence S.  $24^{\circ} 47' 22''$  W. a distance of 158.00 feet to a drill hole set;

Thence N.  $67^{\circ} 03' 41''$  W. a distance of 103.80 feet to an iron pipe set;

Thence N.  $17^{\circ} 58' 01''$  E. a distance of 7.00 feet to an iron pipe set;

Thence S.  $66^{\circ} 53' 04''$  W. a distance of 118.60 feet to an iron pipe set in the Northeasterly street margin of Franklin Street;

Thence N.  $35^{\circ} 30' 00''$  W. along the northeasterly street margin of Franklin Street a distance of 16.50 feet to a point in the face of an existing brick building;

Thence N.  $53^{\circ} 39' 42''$  E. a distance of 47.61 feet to a point;

Thence N.  $72^{\circ} 58' 18''$  W. passing through an existing building corner at 0.24 feet and continuing along the face of the existing brick building a total distance of 18.10 feet to a point, said point being S.  $72^{\circ} 58' 18''$  E. a distance of 0.14 feet from an inside corner of the existing brick building;

Thence N.  $17^{\circ} 01' 42''$  E. a distance of 163.08 feet to a point in the southerly street margin of Public Square, said point being N.  $66^{\circ} 19' 00''$  E. a distance of 0.08 feet from the most northeasterly corner of the existing brick building;

Thence S.  $72^{\circ} 56' 36''$  E. along the southerly street margin of Public Square, a distance of 95.66 feet to a point;

Thence N.  $17^{\circ} 40' 26''$  E. a distance of 36.82 feet to the point of beginning.

Containing 0.828 acres of land more or less.

**Olympic Apartments [41-1BR / 1-2BR]  
231 Franklin Street  
Watertown NY 13601  
Parcel ID: 12-01-107.000**

All that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York and being further described as follows:

Beginning at the intersection of the easterly street margin of Franklin Street and the northerly street margin of Armstrong Place;

Thence N. 43° 23' 21" W. along the easterly street margin of Franklin Street, a distance of 289.49 feet to a ½" iron pipe found;

Thence N. 58° 59' 40" E. a distance of 118.60 feet to a ½" iron pipe found;

Thence S. 10° 04' 36" W. a distance of 7.00 feet to a mag nail set;

Thence S. 74° 57' 05" E. passing through a ½" iron pipe with cap set at a distance of 103.80 feet and continuing, a total distance of 181.80 feet to a ½" iron pipe with cap set;

Thence S. 18° 37' 16" W. a distance of 42.97 feet to a ½" iron pipe with cap set;

Thence S. 70° 20' 59" E. a distance of 59.10 feet to a ½" iron pipe with cap set;

Thence S. 16° 07' 29" W. a distance of 18.50 feet to a ½" iron pipe with cap set;

Thence S. 62° 53' 53" E. a distance of 20.40 feet to a mag nail set in the aforementioned northerly street margin of Armstrong Place;

Thence S. 45° 31' 07" W. a distance of 185.13 feet to the Point of Beginning.

Containing 1.039 acres of land more or less.

**Brighton-Empall Apartments**

**130 Court Street**

**Watertown NY 13601**

**Parcel ID: 7-01-123.001**

**7-01-123**

**7-01-143.100**

**7-01-135**

All that tract or parcel of land situate in the City of Watertown, County of Jefferson, State of New York, and further described as follows:

Beginning at a point in the northeasterly street margin of Court Street where the northwesterly property line of the parcel of land conveyed by JZZY Holdings, LLC to Neighbors of Watertown, Inc. by deed recorded in the Jefferson County Clerk's Office in Instrument No. 2015-1390 intersects said northeasterly street margin, said point is also described as being N 33° 03' 14" W, along the northeasterly street margin of Court Street a distance of 140.42 feet from the intersection of the northeasterly street margin of Court Street and the most northerly street margin of Public Square;

Thence N 33° 03' 14" W, along the northeasterly street margin of Court Street a distance of 80.54 feet to a point in said northeasterly street margin;

Thence N 56° 44' 55" E, a distance of 158.07 feet to a point;

Thence N 33° 09' 09" W, a distance of 12.59 feet to a capped pin set;

Thence N 56° 50' 51" E, a distance of 23.67 feet to a railroad spike set;

Thence S 33° 15' 05" E, a distance of 109.24 feet to a capped pin set;

Thence N 60° 15' 43" E, a distance of 7.89 feet to a point;

Thence N 54° 49' 38" E, passing through a capped pipe found at a distance of 15.17 feet and continuing a total distance of 78.65 feet to a point;

Thence N 73° 16' 40" E, a distance of 35.16 feet to an iron pipe found under walk in the most westerly street margin of J.B. Wise Place;

Thence S 16° 28' 05" E, along the most westerly street margin of J.B. Wise Place a distance of 99.47 feet to a 1/2 inch iron pipe found;

Thence S 81° 01' 39" W, a distance of 99.56 feet to a 1/2 inch iron pipe found;

Thence S 08° 49' 06" E, a distance of 57.80 feet to a railroad spike found in the northerly

limits of the land of the City of Watertown known as Stafford Lane;

Thence S 82° 05' 01" W, along the northerly limits of Stafford Lane a distance of 23.03 feet to a capped pin found at an angle point in said northerly limits of Stafford Lane;

Thence N 80° 40' 08" W, along the northerly limits of Stafford Lane a distance of 27.67 feet to a capped pin found;

Thence N 09° 15' 28" E, a distance of 19.39 feet to a capped pin found;

Thence N 03° 31' 50" W, a distance of 30.42 feet to a magnetic nail in concrete found;

Thence N 08° 48' 45" W, a distance of 19.81 feet to a magnetic nail in concrete found;

Thence N 33° 00' 05" W, a distance of 27.66 feet to a capped pin found;

Thence S 55° 41' 55" W, a distance of 31.99 feet to a capped pin found;

Thence E S 29° 36' 05" E, a distance of 1.80 feet to a capped pin set;

Thence S 57° 21' 11" W, a distance of 16.67 feet to a capped pin set;

Thence N 33° 18' 21" W, a distance of 17.66 feet to a point;

Thence S 56° 59' 55" W, a distance of 105.37 feet to the point of beginning.

Containing 29,432.6 sq. ft. or 0.676 acres of land more or less.

Excepting and reserving from the above described 0.676 acre parcel a 10 foot wide Pedestrian Right-of-Way southerly of the line of the existing building on the FUN XCAPE, LLC parcel and adjacent to the southeasterly property line of the parcel of land conveyed by Vina Bonner to FUN XCAPE, LLC, by Deed recorded in the Jefferson County Clerk's Office in Instrument No. 2015-4068 on March 25, 2015, said 10 foot Right-of-Way extends from the most southerly corner of the aforementioned FUN XCAPE, LLC, parcel to the most westerly street margin of J.B. Wise Place.

Res No. 3

July 25, 2016

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. Under the terms of this Agreement, the City will now charge \$70 per hour for ice time. These fees have been coordinated with the Figure Skating Club and both parties are in agreement.

As stated in the attached report of Superintendent of Parks and Recreation, Erin Gardner, she has been working very closely with the Club to welcome them back into the newly renovated Municipal Arena and to ensure that the 2016-17 ice hockey season is successful.

Attached for City Council review and consideration is a resolution authorizing the Agreement for Rental of Ice Time at the Watertown Municipal Arena with the Figure Skating Club of Watertown. A copy of the proposed agreement is also attached for your review. Superintendent Gardner will be in attendance 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.

YEA	NAY

Total .....

***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 19, 2016 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 19, 2016 (the anticipated first day of ice in the Arena) through April 23, 2017.

**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 \$70.00 per hour for all ice time where there is no admission charge to the public. The Club will pay \$120.00 per hour when admission is charged to the public.
- B. It is understood that payment by the Club must be made by the 1<sup>st</sup> 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 19, 2016.

### 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 within a reasonable time frame. 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, and New Year's Day 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, 2016.

#### **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:

Stacy Faunce, 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

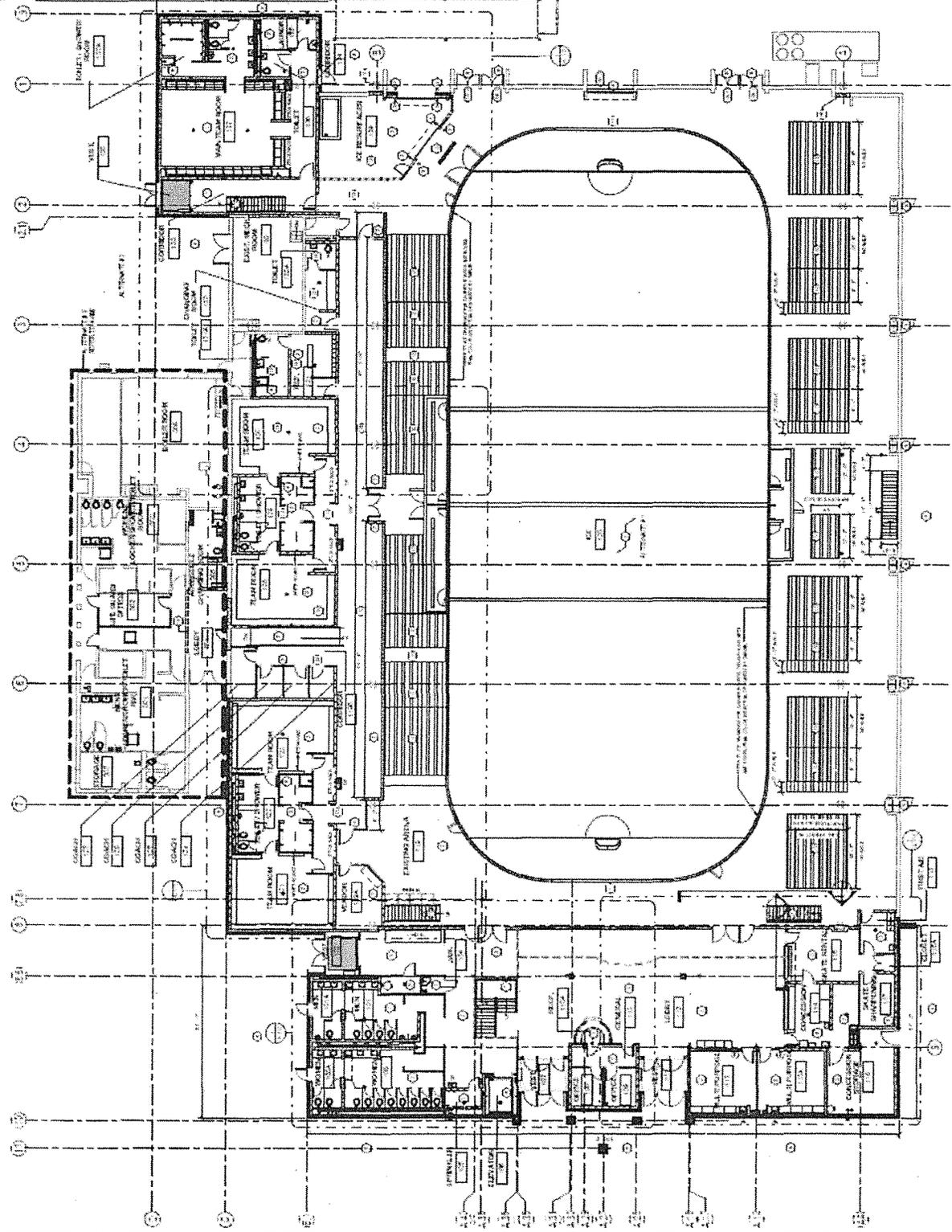
By: \_\_\_\_\_  
Sharon Addison, City Manager

FIGURE SKATING CLUB OF WATERTOWN

By: \_\_\_\_\_  
Stacy Faunce, Board President

**INSTALLATION NOTES - R100**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE LOCAL AUTHORITY.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENVIRONMENTAL STANDARDS.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ACCESSIBILITY STANDARDS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SUSTAINABILITY STANDARDS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENERGY EFFICIENCY STANDARDS.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED WATER EFFICIENCY STANDARDS.
12. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED AIR QUALITY STANDARDS.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SOUND AND VIBRATION STANDARDS.
14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED LIGHTING STANDARDS.
15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED THERMAL COMFORT STANDARDS.
16. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED INDOOR AIR QUALITY STANDARDS.
17. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED OCCUPANCY STANDARDS.
18. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED MAINTENANCE STANDARDS.
19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED OPERATIONAL STANDARDS.
20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED FINISH STANDARDS.



ARCHITECTURAL FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



**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

July 19, 2016

To: The Honorable Mayor and City Council  
From: Erin E. Gardner, Superintendent of Parks and 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.

The Watertown Figure Skating Club is looking forward to returning to the newly renovated municipal arena. In past years the City of Watertown and the Watertown Figure Skating Club has had a bulk fee agreement. This year, the City will now charge the Association \$70.00 per hour for ice time. Both the Figure Skating Club and the City concur with the ice time agreement. The City of Watertown is working very closely with the Club to ensure that the 2016-2017 ice hockey season is successful.

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

Res No. 4

July 18, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Approving Pivot Employee Services Contract

Attached for City Council consideration is a resolution approving a Service Agreement between the City of Watertown and Pivot, formerly Northern Employee Assistance Services, 167 Polk Street, Watertown, NY. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

As noted in the attached report of Human Resource Manager Matthew Roy, Pivot will provide DOT and FTA approved training for employees and supervisors and serve as the City's Substance Abuse Professional for FTA purposes.

An effective Pivot program is a crucial management tool and is available to assist City employees and their family members with a wide range of situations, such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

The rate for services under the proposed Agreement is \$20.98 per employee for the 11 month agreement. Attached for Council consideration is a resolution approving this contract.

# RESOLUTION

Page 1 of 1

Approving Pivot Employee Assistance Services Contract

***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 Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to provide such a program for its employees and their families in compliance with NYS DOT and FTA requirements, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Pivot, 167 Polk Street, Watertown, NY, for an eleven month term,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Pivot Employee Assistance Services Contract between the City of Watertown and Pivot (formerly Northern Employee Assistance Services), a copy of which is attached and made part of this resolution, and

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

**Seconded by**



A New Direction

167 Polk Street, Suite 320 • Watertown, NY 13601

**Prevention & Health Services**

Office: 315-788-4660

Fax: 315-788-4922

[www.pivot2health.com](http://www.pivot2health.com)

**Employee Assistance Services**

Watertown Office: 315-788-4790

Ogdensburg Office: 315-713-4861

Toll Free: 1-877-327-6327

[www.pivot2eap.com](http://www.pivot2eap.com)

PIVOT EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between Pivot (formerly Northern Employee Assistance Services) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **August 1, 2016 to June 30, 2017** or until cancelled by either party upon 60 days written notice to the other party.

Pivot (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Company):

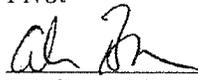
1. The Provider will consult with the Company and the advisory committee regarding continuing program development.
2. The Provider will assist the Company in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Company will receive the following free trainings: Workplace Violence, Sexual Harassment, The Right to Know and DOT/FTA. All other trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Company program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Company when appropriate with respect to the Pivot Employee Assistance Services.
8. The Provider will assist the Company with any program evaluation efforts for the purpose of ongoing program development and justification.



9. The Provider will provide Substance Abuse Professional Services in accordance with Department of Transportation regulations. The Provider will also provide Drug Free Awareness Program in compliance with FTA standards.

The cost of said Pivot Employee Assistance Services for the specified period, based on **348 employees at \$20.98 per capita is \$6,692 for 11 months**, payable in full or 4 parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

Pivot



Date 6/27/16

William W. Bowman, Executive Director

City of Watertown

Date \_\_\_\_\_

Sharon Addison, City Manager

To: Sharon Addison  
City Manager

From: Matthew Roy  
Human Resource Manager

Re: Pivot EAP Contract

Date: July 18, 2016

The contract with Pivot, formerly the Northern Employee's Assistance Center, to provide EAP services to the City has been drafted and reviewed. During discussions with Pivot, they agreed to provide the following services to the City of Watertown:

- Short term solution based counseling for employees and their family members.
- Orientations about their services available on site and online.
- Serve as our substance abuse professional (SAP) as required by the FTA.
- A drug free awareness program in compliance with FTA requirements.
- DOT and FTA approved training for employee and supervisors.

The cost per employee remains fixed at last year's level of \$20.98. However, you will note that this is an 11 month contract versus our typical 1 year contracts. This change was made so that the EAP contract will mesh with the budget year. Last year's contract started on August 1, 2015 and ends on July 31, 2016. The proposed contract will start on August 1, 2016 and expire on June 30, 2017. If you have any questions, please let me know.

July 27, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Ready-Mix Concrete, Champion

At the July 5, 2016 meeting, City Council directed staff to re-bid with revised specifications for the purchase of Ready-Mix Concrete products. The City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete products for use by the Department of Public Works, the Sidewalk Replacement Program, and the Water Department during Fiscal Year 2016-2017, on an as needed basis, per our revised specifications.

Invitations to bid were issued to four (4) prospective bidders with three (3) bids received and publicly opened and read in the City Purchasing Department on Wednesday, July 20, 2016, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bids received, and it is her recommendation that the City Council accept the bid received from Champion in Carthage, NY, as the lowest qualifying bidder, as detailed below:

Description	Champion
	Carthage, NY
4000 lb. Coarse Mix	<b>\$83.97</b>
4000 lb. Fine Mix	<b>\$83.97</b>
5000 lb. Fine Mix	<b>\$85.97</b>
4000 lb. Coarse Mix / Heated Concrete	<b>\$93.97</b>
4000 lb. Fine Mix / Heated Concrete	<b>\$93.97</b>
5000 lb. Fine Mix / Heated Concrete	<b>\$93.68</b>
733.0102 - Controlled Low Strength Material (No Fly Ash)	<b>NA</b>
733.0103 - Lightweight Concrete Fill (Type A)	<b>NA</b>
733.0104 - Lightweight Concrete Fill (Type B)	<b>NA</b>

The other bids submitted are detailed in the attached report of Ms. Pastuf.

A Resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 2

Accepting Bid for Ready-Mix Concrete,  
Champion

***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 purchase of Ready-Mix Concrete products for use by various City Departments during Fiscal Year 2016-2017, and

WHEREAS invitations to bid were issued to four (4) prospective bidders with three (3) bids received and publicly opened and read in the City Purchasing Department on Wednesday, July 20, 2016, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received, and it is her recommendation that the City Council accept the bid from Champion as the lowest qualifying bidder as detailed below:

Description	Champion
	Carthage, NY
4000 lb. Coarse Mix	<b>\$83.97</b>
4000 lb. Fine Mix	<b>\$83.97</b>
5000 lb. Fine Mix	<b>\$85.97</b>
4000 lb. Coarse Mix / Heated Concrete	<b>\$93.97</b>
4000 lb. Fine Mix / Heated Concrete	<b>\$93.97</b>
5000 lb. Fine Mix / Heated Concrete	<b>\$93.68</b>
733.0102 - Controlled Low Strength Material (No Fly Ash)	<b>NA</b>
733.0103 - Lightweight Concrete Fill (Type A)	<b>NA</b>
733.0104 - Lightweight Concrete Fill (Type B)	<b>NA</b>

# RESOLUTION

Page 2 of 2

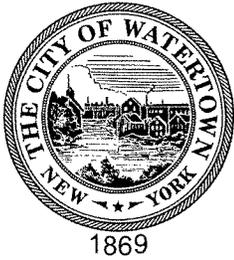
Accepting Bid for Ready-Mix Concrete,  
Champion

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Champion of Carthage, New York, as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Ready-Mix Concrete products for use by various City Departments during Fiscal Year 2016-2017.

**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 2016-10- REBID - Ready-Mix Concrete Products  
**DATE:** 7/27/2016

---

The City's Purchasing Department advertised in the Watertown Daily Times on July 7, 2016 calling for sealed bids for the purchase of Ready-Mix Concrete Products. This is a rebid of bid opened in June that resulted in all bids being rejected due to their non-responsiveness. This contract is for use by the Department of Public Works, the Sidewalk Replacement Program and the Water Department. The contract is an aggregate award; the vendor with the lowest pricing on the products requested will win the entire contract.

The City of Watertown issued Invitations to Bid to four (4) prospective bidders and three (3) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on July 20, 2016 at 11:00 am, local time. The bid tabulation is shown below:

Description	Champion	Cranesville Block Company, Inc.	Watertown Concrete
	Carthage, NY	Amsterdam, NY	Watertown, NY
4000 lb. Coarse Mix	<b>\$83.97</b>	\$89.00	\$105.00
4000 lb. Fine Mix	<b>\$83.97</b>	\$89.00	\$105.00
5000 lb. Fine Mix	<b>\$85.97</b>	\$91.00	\$108.00
4000 lb. Coarse Mix / Heated Concrete	<b>\$93.97</b>	\$99.00	\$115.00
4000 lb. Fine Mix / Heated Concrete	<b>\$93.97</b>	\$99.00	\$115.00
5000 lb. Fine Mix / Heated Concrete	<b>\$93.68</b>	\$101.00	\$118.00
733.0102 - Controlled Low Strength Material (No Fly Ash)	NA	\$74.00	\$80.00
733.0103 - Lightweight Concrete Fill (Type A)	NA	NA	NA
733.0104 - Lightweight Concrete Fill (Type B)	NA	NA	NA

When the submittals were reviewed it was determined that **Champion** was the lowest bidder. It is recommended that the bid for Ready-Mix Concrete Products be awarded to **Champion** as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 6

July 27, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Authorizing Support to Change Road Classification of  
Western Boulevard and Gaffney Drive

The New York State Department of Transportation is requesting support to change the road classification of Western Boulevard and Gaffney Drive from Local Urban Street and Unclassified Private Section, respectively, to Urban Collector. This change in classification will make these streets eligible to receive Federal Funds for future projects.

Attached is a Resolution for Council consideration stating City Council's support to change the road classification of Western Boulevard and Gaffney Drive.

# RESOLUTION

Page 1 of 1

Authorizing Support to Change Road Classification of Western Boulevard and Gaffney Drive

***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 New York State Department of Transportation is requesting support to change the road classification of Western Boulevard and Gaffney Drive from Local Urban Street and Unclassified Private Section, respectively, to Urban Collector, and

WHEREAS this change in classification will make the streets eligible to receive Federal Funds for future projects, and

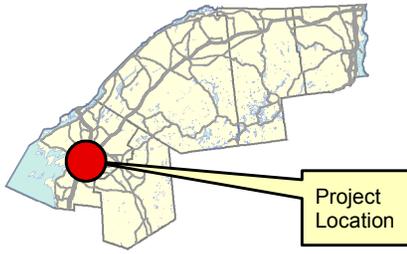
WHEREAS the City of Watertown wishes to go forward with the planning of the Western Boulevard project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby supports the New York State Department to change the road classification of Western Boulevard and Gaffney Drive from Local Urban Street and Unclassified Private Section, respectively, to Urban Collector.

**Seconded by**

PIN 783002

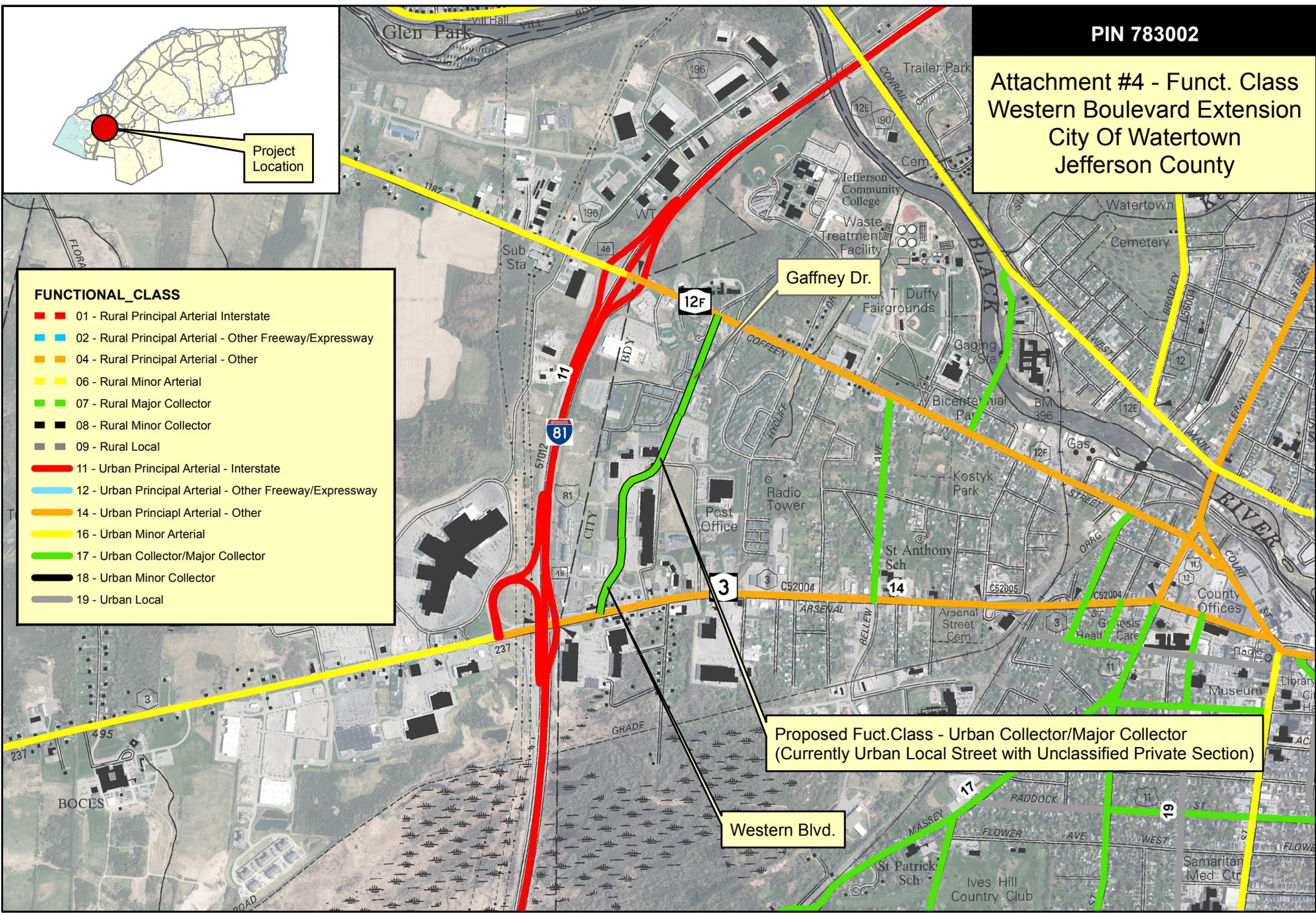
# Attachment #4 - Funct. Class Western Boulevard Extension City Of Watertown Jefferson County



Project Location

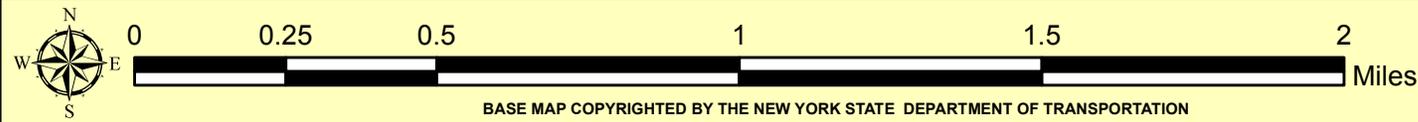
**FUNCTIONAL\_CLASS**

01 - Rural Principal Arterial Interstate
02 - Rural Principal Arterial - Other Freeway/Expressway
04 - Rural Principal Arterial - Other
06 - Rural Minor Arterial
07 - Rural Major Collector
08 - Rural Minor Collector
09 - Rural Local
11 - Urban Principal Arterial - Interstate
12 - Urban Principal Arterial - Other Freeway/Expressway
14 - Urban Principal Arterial - Other
16 - Urban Minor Arterial
17 - Urban Collector/Major Collector
18 - Urban Minor Collector
19 - Urban Local



Proposed Funct. Class - Urban Collector/Major Collector  
(Currently Urban Local Street with Unclassified Private Section)

Western Blvd.



Res No. 7

July 27, 2016

To: The Honorable Mayor and City Council

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

Subject: Finding That Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business Will Not Have a Significant Impact on the Environment

At its July 14, 2016 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business. The Council has scheduled a public hearing on the request for Monday, August 1, 2016 at 7:30 p.m.

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 and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change will not have a significant impact on the environment.

# RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business Will Not Have a Significant Impact on the Environment

- 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 Council of the City of Watertown, New York, has before it an Ordinance for the zone change application of Edward G. Olley, Jr., of GYMO, D.P.C., on behalf of Darrell Main of Cleveland Funeral Home, to change the approved zoning classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the approval of the zone change would constitute such an "Action," and

WHEREAS the City Council has determined that changing the zoning classification of this property is an Unlisted Action as that term is defined by 6NYCRR Section 617.2, and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2, and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change will have a significant impact on the environment, Part I of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

# RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business Will Not Have a Significant Impact on the Environment

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

**Seconded by**

# Short Environmental Assessment Form

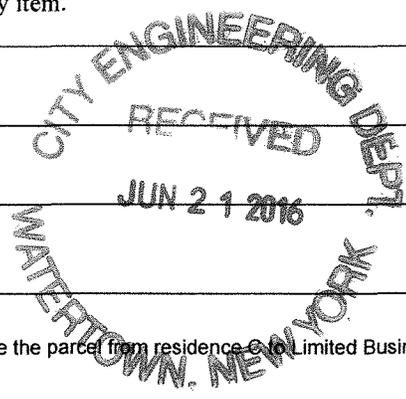
## Part 1 - Project Information

### Instructions for Completing

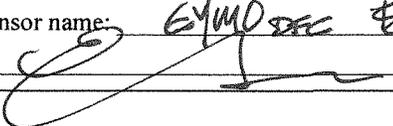
**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

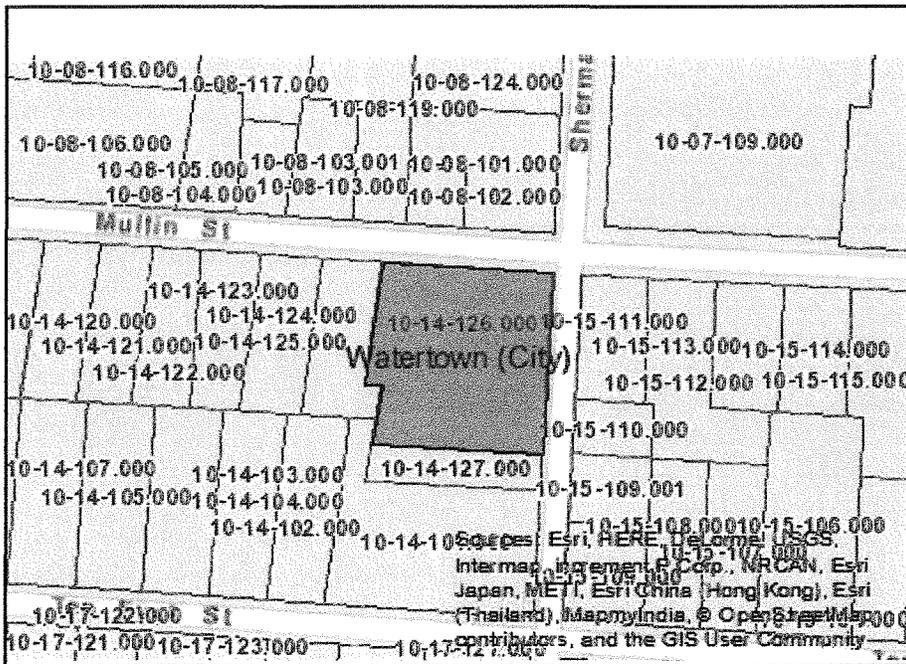
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Cleveland Funeral Home			
Name of Action or Project: Zone Change			
Project Location (describe, and attach a location map): 404 Sherman Street, Watertown, NY 13601			
Brief Description of Proposed Action: Proposed Zone Change pertaining to tax parcel 10-14-126 with the intent to change the parcel from residence to limited Business.			
Name of Applicant or Sponsor: GYMO Architecture, Engineering & Land Surveying		Telephone: 315-788-3900 E-Mail: ed@gymopc.com	
Address: 220 Sterling Street			
City/PO: Watertown		State: New York	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.052 acres	
b. Total acreage to be physically disturbed?		1.052 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		10.52 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 type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>Limited Business</u> <input type="checkbox"/> Parkland			

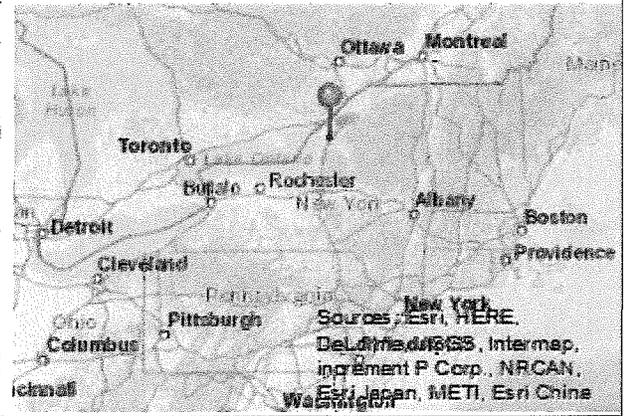




<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p>		
<p>Applicant/sponsor name: <u>SYMPO DEC E. G. OLFY JR. AND</u> Date: <u>6/21/16</u></p> <p>Signature: <u></u></p>		



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Project:

Date:

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

**Part 2 is to be completed by the Lead Agency.**

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

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

Agency Use Only [If applicable]

Project:

Date:

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

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

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)

**PRINT FORM**

Res No. 8

July 28, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Authorizing the Sale of 138 Court Street to S&J Properties of Watertown, LLC

City Attorney Slye has been working with S&J Properties of Watertown LLC, for the purchase of the former Berow & Monroe Building located at 138 Court Street. As stated in Attorney Slye's attached report, the terms have now been agreed for the sale.

A Resolution is attached for Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of 138 Court Street  
To S&J Properties of Watertown, 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 S&J Properties of Watertown, LLC was the successful applicant in connection with a request for proposals for the purchase and development of the former Berow & Monroe Building located at 138 Court Street, and

WHEREAS the City Council of the City of Watertown previously authorized the City Mayor to enter into a certain "Option Agreement" for the sale of the property, and

WHEREAS subsequent to the preparation of the Option Agreement, S&J Properties of Watertown, LLC has obtained construction and permanent financing for its proposed improvements to the property from the Development Authority of the North Country, such that entering into an option for the purchase is no longer necessary, and

WHEREAS S&J Properties has agreed to terms of a certain "Agreement for Sale and Purchase of the Property" as prepared by the City, a copy of which is attached to this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown deems it to be in the best interests of the citizens of the City to enter into the "Agreement for Sale and Purchase of Property" attached to this resolution, and

BE IT FURTHER RESOLVED that the Mayor of the City of Watertown shall sign the agreement on behalf of the City such that the sale can go forward.

***Seconded by***

**COPY**

**AGREEMENT FOR SALE AND PURCHASE OF PROPERTY**

**THIS IS AN AGREEMENT** made the \_\_\_\_ day of July, 2016, by and between the City of Watertown, New York, a municipal corporation with principal offices at 245 Washington Street, Watertown, New York 13601, hereinafter, (the "City" or "Seller") and S&J Properties of Watertown, LLC, a New York State Limited Liability Company with an office and place of business located at 150 Court Street, Watertown, New York 13601, (**Hereinafter, the "Purchaser"**).

1. **AGREEMENT TO SELL AND PURCHASE.** The Seller agrees to sell and the Purchaser agrees to purchase, pursuant to the provisions of this Agreement, the property described below in this paragraph 1 and all of the Seller's right, title and interest in and to or in any way pertaining to the property described below in this paragraph 1 (**collectively referred to herein as the "Property"**).

(a) **Real Property.** All of that tract piece and parcel of real property located in the City of Watertown, Jefferson County, New York, encompassing a parcel of real property to include all lands of the Seller set forth and described as 138 Court Street, Watertown, New York, tax map parcel number 7-01-126.000, as set forth as Exhibit "A" hereto together with any buildings, improvements and fixtures, if any, and all other items of real property affixed to such land, to include all easements, rights of way, agreements and other interest and rights of Seller which are appurtenant to the Real Property.

2. **PURCHASE PRICE AND PAYMENT.** Subject to adjustments and prorations described in paragraph 10 below, the total purchase price to be paid by Purchaser to the Seller for the property and payment thereof shall be as follows:

(a) The purchase price for the Property shall be **THIRTY THOUSAND, (\$30,000.00), DOLLARS.**

(b) Simultaneously with the execution of this Agreement, Purchaser shall deposit the sum of **\$1,000.00** with Seller's attorneys, which sum shall be a credit against the balance of the purchase price due at closing.

(c) The purchase price shall be paid at the Closing by delivering to Seller in cash or certified funds the amount of **\$29,000.00**. Purchaser shall pay all transfer taxes.

3. **SURVEY.** Any up-to-date survey, if required, will be provided and paid for by the Purchaser.

4. **DUE DILIGENCE.**

Purchaser shall have 60 days from the date of full execution of this contract to conduct any and all legal, environmental and engineering investigations and/or inspections related to the intended use of the property and to obtain any and all governmental permits and approvals for the intended use of the property.

5. **TITLE TO THE REAL PROPERTY.**

(a) **Title.** Title to the Real Property shall be given by quit claim deed.

(b) **Title Documents.** At least twenty (20) days prior to the Closing, Seller shall furnish to Purchaser at Seller's expense a forty (40) year abstract of title commencing with a warranty deed.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** As a material inducement to cause Purchaser to enter into this Agreement, Seller makes the following representations and warranties to Purchaser:

(a) **Authority.** Seller has the authority and power to enter into this Agreement and to consummate the transaction provided for by this Agreement.

(b) **Title.** To the best of Seller's knowledge, the Seller has good and marketable title to the property. The Property shall at Closing include without limitation, all right, title and interest, if any, of the Seller in any land lying on the bed of any street in front of or adjoining all or any part of the Real Property and all strips, gores, or rights-of-way and easements, in front of or adjoining all or any part of the Real Property.

(c) **Compliance with Law.** To the best of Seller's knowledge, all of the Property, and the existing uses of the Property, are in compliance with all applicable zoning laws, ordinances, rules, regulations, and requirements of all governmental authorities having jurisdiction thereof. The parties acknowledge that the property is not now fit for occupancy.

(d) **No Proceedings.** There is no action, suit, proceeding or investigation pending, or to Seller's knowledge threatened, before any agency, court, or other governmental authority which relates to the Seller or the ownership, maintenance, or operation of the Property.

7. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** As a material inducement to cause Seller to enter into this Agreement, Purchaser makes the following representations and warranties to Seller, all of which shall survive the Closing:

(a) **Authority.** Purchaser has the authority and power to enter into this Agreement and to consummate the transaction provided for by this Agreement.

8. **CONDITIONS PRECEDENT TO OBLIGATIONS TO CLOSE.** The obligations of Purchaser to close under this Agreement are, at the option of the Purchaser, subject to the following conditions:

(a) **Compliance.** All the terms, covenants and conditions of this Agreement to be complied with by Seller at or before the Closing Date, shall have been duly complied with and performed in all material aspects, or Seller is ready, willing and able, and has offered at the Closing Date, so to perform and comply therewith as of the Closing Date;

(b) **Representations and Warranties.** The representations and warranties made by the Seller herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date;

9. **CLOSING.**

(a) The closing of the transaction contemplated herein (the "Closing") shall be held on or about September 15, 2016 at the offices of Seller's counsel or at such other time and place as the parties may mutually agree upon. The date on which title shall close hereunder is sometimes referred to herein as the "Closing Date".

(b) At the Closing, the Seller shall execute, acknowledge (where appropriate), and deliver to Purchaser the following items in form and substance reasonably satisfactory to Purchaser and its legal counsel:

(i) A quit claim deed executed by Seller and effective to convey to the Purchaser the title to the Real Property provided for by this Agreement, along with a New York State Department of Taxation and Finance "Form TP.584, combined Real Property Transfer Gains Tax Affidavit, Real Estate Transfer Tax Return, Credit Line Mortgage Certificate" (or any similar form in use and required at the time of Closing) for delivery to the County Clerk to allow recordation of the Deed.

(ii) Any other documents or instruments that may be reasonably required by Purchaser's counsel in order to effectuate the consummation of this transaction, including but not limited to any affidavit of Seller which may be reasonably required by the Purchaser's title insurance company.

10. **POSSESSION.** Possession of the Property shall be delivered to the Purchaser at Closing, unless previously delivered pursuant to agreement between the parties.

11. **BROKERAGE.** Purchaser represents that no Real Estate Broker or Agent has been instrumental in bringing about this sale.

12. **RISK OF LOSS.**

(a) Seller agrees to give Purchaser reasonably prompt notice of any fire or other casualty occurring at the Real Property between the date hereof and the date of closing, or of any actual or threatened condemnation of all or any part of the Real Property of which Seller has knowledge;

(b) If prior to the Closing there shall occur (i) damage to the Real Property caused by fire or other casualty which in Seller's reasonable judgment would cost \$10,000.00 or more to repair, then, and in such event, Purchaser may terminate its obligations under this Contract by written notice given to Seller within seven (7) days after Seller has given Purchaser the notice referred to in subparagraph (a) hereof, or at the Closing, whichever is earlier, in which event Seller shall promptly pay or cause to be paid to Purchaser the amount of the Deposit (with accrued interest thereon) made under this Agreement and this Agreement shall be void and of no effect and neither party shall thereafter have any further obligation to the other. If Purchaser does not so elect to terminate its obligations under this Agreement, then the Closing shall take place as herein provided, without abatement of the purchase price.

13. **MISCELLANEOUS.**

(a) **Notices.** All notices required under this Agreement shall be in writing sent by certified or registered mail, return receipt requested, postage pre-paid, addressed to the party to be notified at its address first above set forth or to such other address that such party has specified most recently by like notice. At the same time that any notice is given to either party, a copy shall be sent to its attorney. For the purpose of this paragraph, the attorneys for the parties are as follows:

Attorneys for Purchaser:

Andrew N. Capone, Esq.  
Capone Law Firm, LLP  
120 Washington St.  
Suite 310  
Watertown, New York 13601

Attorneys for Seller:

Robert J. Slye, Esq.  
Slye Law Offices, P.C.  
104 Washington Street  
Watertown, New York 13601

Notices given as provided shall be deemed given on the date so mailed.

(b) **Counterparts; Captions.** This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

(c) **Entire Agreement.** This Agreement (including all exhibits annexed hereto, all of which are expressly made a part hereof) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person firm or corporation other than the parties hereto.

(d) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York.

(e) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(f) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

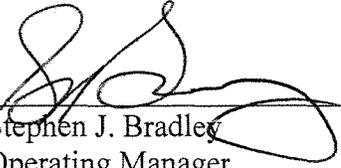
(g) On the closing date, there shall have been no material change or deterioration in the property to be transferred from the condition of such property as existed on the date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties as follows:

City of Watertown, New York

BY: \_\_\_\_\_  
Hon. Joseph Butler, Jr., Mayor

S&J Properties of Watertown, LLC

BY:   
Stephen J. Bradley  
Its: Operating Manager

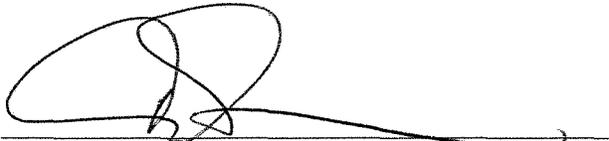
STATE OF NEW YORK )  
 )SS:  
COUNTY OF JEFFERSON )

On the \_\_\_\_ day of July, 2016, before me, the undersigned, personally appeared Joseph Butler, Jr., 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 27<sup>th</sup> day of July, 2014, before me, the undersigned, personally appeared Stephen J. Bradley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

ANDREW N. CAPONE  
Notary Public, State of New York  
No. 4999872  
Qualified in Jefferson County 18  
Commission Expires Aug. 3, 20

EXHIBIT "A"

**SLYE LAW OFFICES, P.C.**

MEMORANDUM

TO: Sharon Addison, City Manager  
FROM: Robert J. Slye  
DATE: July 28, 2016  
RE: Purchase and Sale Agreement – 138 Court Street

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Given the timing of Development Authority financing for S & J Properties of Watertown, LLC's purchase of the former Berow & Monroe building, S & J's attorney, Andrew Capone, prepared a proposed Agreement for Sale and Purchase, which was received by our office on July 18<sup>th</sup>.

After some discussions back and forth, S & J and the City agreed to terms for the sale. I attach a copy of the Agreement as signed by Mr. Bradley, together with a proposed resolution for action by the Council at the meeting to be held on August 1<sup>st</sup>.

Enclosures

Public Hearing – 7:30 p.m.

July 25, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Justice Assistance Grant (JAG) Program, Interlocal Agreement  
Between the City of Watertown and County of Jefferson

The City Council has schedule a public hearing on the above subject for 7:30 p.m. on Monday, August 1, 2016.

The Police Department is applying to receive \$11,466 in funding for the City/County from the Justice Assistance Grant (JAG) Program. The City's share of the grant would be 60%, or \$6,879.60. The Jefferson County share is the remaining 40%, or \$4,586.40.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The funds help support gang task forces, crime prevention, domestic violence programs and other law enforcement initiatives.

If awarded, the City will use its funds to purchase one (1) Motorola APX8000 Dual Band police portable radio for its Administrative and Detective Divisions as outlined in the attached Summary Narrative.

The grant requires the City to sign the attached Interlocal Agreement Between the City of Watertown and County of Jefferson. As part of the grant requirement, we must notify the governing body and the public and provide the opportunity to comment and be heard regarding said grant.

City Council may consider the attached resolution after the public hearing.

RESOLUTION

Page 1 of 1

Approving Grant Application to the Justice Assistance Grant Program, Interlocal Agreement Between the City of Watertown and County of Jefferson

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 the City of Watertown is applying for federal funding under the Justice Assistance Grant Program, and

WHEREAS the City is notifying City Council and the public of the grant funding opportunity that is being provided by the Justice Assistance Grant Program, and

WHEREAS the funding, if awarded, will be allocated to the City of Watertown and Jefferson County,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Grant Application between the City of Watertown and the Justice Assistance Grant Program, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign the Interlocal Agreement Between the City of Watertown and the County of Jefferson.

**Seconded by Council Member Cody J. Horbacz**

THE STATE OF NY  
COUNTY OF Jefferson

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF Watertown, NY AND COUNTY OF Jefferson, NY

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY of Jefferson acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Watertown acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Jefferson County, State of NY witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections \_\_\_\_\_, \_\_\_\_\_ Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body find that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$ 4586.40 from the JAG award for the JAG Program: and

**WHEREAS**, the CITY and COUNTY believe it is to be in their best interest to reallocate the JAG funds.

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1**

CITY agrees to pay COUNTY a total sum of \$ 4586.40 of JAG funds.

**Section 2**

COUNTY agrees to use \$ 4586.40 for the JAG Program until 09/30/17. (date)

**Section 3**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the \_\_\_\_\_ Tort Claims Act.

**Section 4**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the \_\_\_\_\_ Tort Claims Act.

**Section 5**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Watertown, NY

COUNTY OF Jefferson, NY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chairwoman, Board of Legislators

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Contract Authorization

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).**

Watertown Police Department and  
Jefferson County Sheriff Department  
Edward Byrne Memorial JAG Allocation  
FY 2016  
JAG Application# 2016-H4061-NY-DJ

**Summary Narrative**

The Watertown Police Department and Jefferson County Sheriff's Department are making the attached grant request to enhance their current abilities. The \$11,466 will be spent between the two agencies as requested on the budget worksheet. The City of Watertown Police Department would like purchase one (1) Motorola APX8000Dual Band police portable radio for its Administrative and Detective Divisions. Currently each Officer is not assigned their own "personal" portable radio; this addition will allow us to get closer to achieving this goal. We would also like to purchase one (1) Armasight Sirius Gen 2+ SD MG multipurpose night vision monocular with helmet mounting bracket. This equipment will be utilized when our Special Response Team (SRT) is deployed after dark.

The Jefferson County Sheriff's Department is requesting the purchase of thirty-eight (38) Glock 22 Gen 4 HGA 40 S&W, two (2) Glock 27 Gen 4 HGA 40 S&W and eight (8) Glock 17-T US Gen 4 Training HGA 9mm handguns. These weapons will replace the current handguns that the Deputies are carrying which are all over fifteen (15) years old and in need of service. A trade in system will be utilized for purchase.

# FY 2016 BJA Justice Assistance Grant

## Abstract

**NAME:** City of Watertown, NY, Application# 2016-H4061-NY-DJ

**TITLE OF PROJECT:** FY16 Local JAG Equipment Upgrade Initiative

**GOALS OF PROJECT:** To increase police portable radio inventory, to Special Response Team (SRT) with night vision capabilities and to provide County Deputies with brand new handguns.

**DESCRIPTION OF STRATEGIES:** The Watertown Police Department and Jefferson Co. Sheriff's Office will utilize FY2016 JAG funds for the following: The Police Department does not at this time have enough portable radios to outfit each Officer with their own. Grant monies will be used to purchase one (1) Motorola APX8000 Dual Band portable radio to help reach this goal. Special Response Team (SRT) members do not have night vision equipment. Grant monies would be used to purchase one (1) Armasight Sirius GEN 2+ SD MG multipurpose night vision monocular and one (1) helmet mount. These would be utilized when the SRT is deployed after dark.

The Sheriff's Office handguns are approximately fifteen (15) years old and in need of repair(s). Grant monies will be used to purchase thirty-eight (38) Glock 22 Gen 4 HGA 40 S&W, two (2) Glock 27 Gen 4 HGA 40S&W and eight (8) Glock 17-T US Gen 4 Training HGA 9mm handguns. These firearms will replace all road deputies, detectives and administrative personnel currently being utilized.

**PROGRAM IDENTIFIERS:** Firearms, Communications, Equipment-General, Officer Safety.

**Total Project Cost** – The total project cost consist of \$11,466.00 Federal.

**Budget Narrative:**

The Watertown Police Department will receive \$6,879.60 and the Jefferson County Sheriff's Department will receive \$4,586.40 of the JAG Grant. The Watertown Police Department will purchase one (1) Motorola APX 8000 Dual Band Police portable radio and one (1) Armasight Sirius GEN 2+SD MG multipurpose night vision monocular for \$7,154.25. The Jefferson County Sheriff's Department will purchase thirty-eight (38) Glock 22 Gen 4 HGA 40 S&W, two (2) Glock 27 Gen 4 HGA 40 S&W, and eight (8) Glock 17-T US Gen 4 Training HGA 9mm for \$4,609.68.

## Budget Detail Worksheet Narrative

### Watertown Police Department

JAG Application: 2016-H4061-NY-DJ

#### Budget:

- A. Personnel – N/A \$0.00
- B. Fringe Benefits – N/A \$0.00
- C. Travel – N/A \$0.00
- D. Equipment – One Motorola APX 8000 Dual Band Police portable radio, one (1) Armasight Sirius GEN 2+SD MG multipurpose night vision monocular with helmet strap for the Police Department in the amount of \$7,154.25, and Thirty-eight (38) Glock 22 Gen 4 HGA 40 S&W , two (2) Glock 27 Gen 4 HGA 40 S&W, eight (8) Glock 17-T US Gen 4 Training HGA 9mm for the Jefferson Co. Sheriff's Office with a total of \$4,609.68
- E. Supplies – N/A \$0.00
- F. Construction – N/A \$0.00
- G. Consultant/Contracts – N/A \$0.00
- H. Other Costs – N/A \$0.00
- I. Indirect Cost – N/A \$0.00

**FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)**

**Program Local Solicitation Disclose**

**Disclosure of Pending Applications**

The City of Watertown Police Department does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

The Jefferson County, NY Sheriff's Department does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

**Disclosure of High Risk Status**

The City of Watertown has not been deemed a high risk entity.

## **GOVERNING BODY REVIEW**

The JAG application was made available for review by the governing body on August 1 2016.

## **PUBLIC HEARING**

The City of Watertown, NY will be holding a public hearing on August 1 2016 at 7:00 PM at the City of Watertown Municipal Building located at 245 Washington St. The purpose of this hearing is for public comments concerning the 2016 Edward Byrne Memorial Justice Assistance Grant Program.



City of Watertown, New York  
**Police Department**

Metro-Jeff Public Safety Building

751 Waterman Drive  
Watertown, NY 13601

Phone (315) 786-2610  
Fax (315) 786-2613  
wpd@watertown-ny.gov



Charles P. Donoghue  
Chief of Police

July 12<sup>th</sup>, 2016

Bureau of Justice Assistance, 2016-H4061-NY-DJ

The City of Watertown has been allocated \$11,466.00 from the FY 2016 Local JAG Program funding with Jefferson County listed as a disparate jurisdiction for this award. The City of Watertown and Jefferson County will be utilizing this award for equipment purchases totaling \$11,763.93. The City of Watertown will incur the overage of \$297.93 from its operational budget.

Respectfully:

M.J. LaBarge, Captain



Public Hearing – 7:30 p.m.

July 27, 2016

To: The Honorable Mayor and City Council

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

Subject: Approving the Special Use Permit Request Submitted by Aaron Netto of Gianaco, LLC, to allow a four unit multi-family dwelling at 338 Academy Street, Parcel Number 11-04-128.000

The City Council has scheduled a public hearing on the above subject request for 7:30 p.m. on Monday, August 1, 2016.

The City Planning Board reviewed the request at its July 14, 2016 meeting and adopted a motion recommending that the City Council approve the Special Use Permit. Attached is a copy of the report prepared for the Planning Board and an excerpt from its Minutes.

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

RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by Aaron Netto of Gianaco, LLC to Allow a Four Unit Multi-family Dwelling at 338 Academy Street, Parcel Number 11-04-128.000

- 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 Teresa R. Macaluso

WHEREAS Aaron Netto of Gianaco, LLC, has made an application for a Special Use Permit to allow a four unit multi-family dwelling at 338 Academy Street, Parcel Number 11-04-128.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on July 14, 2016, and

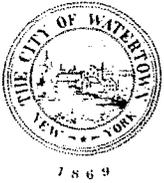
WHEREAS a public hearing was held on the proposed Special Use Permit on August 1, 2016, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow a four unit multi-family dwelling is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, that a Special Use Permit is hereby granted to Gianaco, LLC to allow a four unit multi-family dwelling located at 338 Academy Street, Parcel Number 11-04-128.000.

**Seconded by** Council Member Stephen A. Jennings



# 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: *Gianaco LLC*

Mailing Address: *23997 Gotham St. Rd  
Watertown N.Y. 13601*

Phone Number: *315-408-4158* Email: *aaron.netto@gmail.com*

### PROPERTY INFORMATION

Property Address: *338 Academy St.*

Tax Parcel Number(s): *11-04-128.000*

Property Owner (if not applicant):

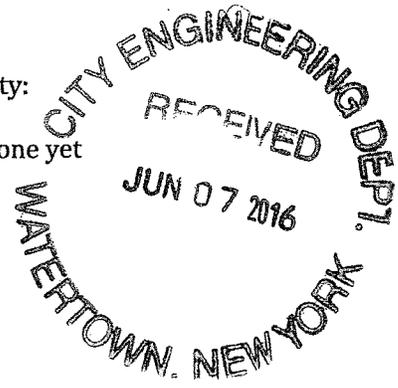
If applicant is not owner or owner's representative, indicate interest in the property:

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

Zoning District: *Residential C*  
Land Use:

Required Attachments:

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



### REQUEST DETAILS

Proposed Use:

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

*House was a 4-unit was converted to single family for daycare facility. House was still used as 4-unit w/ separate kitchens and baths for each. Want it converted back to be used as 4-unit.*

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

Signature:

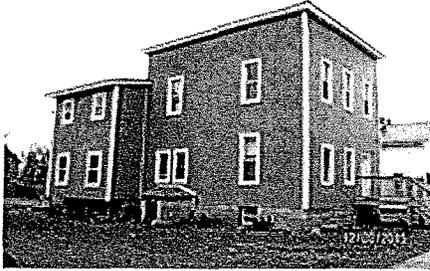
December 1, 2015

Date:

*6/6/16*



## Property Description Report For: 338 Academy St, Municipality of City of Watertown



**Total Acreage/Size:** 65 x 186  
**Land Assessment:** 2016 - \$12,700  
 2015 - \$12,700  
**Full Market Value:** 2016 - \$60,217  
 2015 - \$62,955  
**Equalization Rate:** 2016 - N/A  
 2015 - N/A  
**Deed Book:** 2015  
**Grid East:** 998644

**Status:** Active  
**Roll Section:** Taxable  
**Swis:** 221800  
**Tax Map ID #:** 11-04-128.000  
**Account #:** 01001340  
**Property Class:** 210 - 1 Family Res  
**Site:** RES 1  
**In Ag. District:** No  
**Site Property Class:** 210 - 1 Family Res  
**Zoning Code:** RC - Residential C  
**Neighborhood Code:** 00506  
**School District:** Watertown  
**Total Assessment:** 2016 - \$55,400  
 2015 - \$55,400

**Property Desc:** 65x186 1104128  
**Deed Page:** 11650  
**Grid North:** 1447489

### Area

**Living Area:** 3,386 sq. ft.  
**Second Story Area:** 1,684 sq. ft.  
**Additional Story Area:** 0 sq. ft.  
**Finished Basement:** 0 sq. ft.  
**Finished Rec Room:** 0 sq. ft.  
**First Story Area:** 1,702 sq. ft.  
**Half Story Area:** 0 sq. ft.  
**3/4 Story Area:** 0 sq. ft.  
**Number of Stories:** 2  
**Finished Area Over Garage:** 0 sq. ft.

### Structure

**Building Style:** Old style  
**Bedrooms:** 5  
**Fireplaces:** 0  
**Porch Type:** Porch-covered  
**Basement Garage Cap:** 0  
**Overall Condition:** Fair  
**Year Built:** 1900  
**Bathrooms (Full - Half):** 2 - 0  
**Kitchens:** 1  
**Basement Type:** Full  
**Porch Area:** 24.00  
**Attached Garage Cap:** 0.00 sq. ft.  
**Overall Grade:** Economy

### Owners

Gianaco LLC



CITY ENGINEERING DEPT.  
 RECEIVED  
 JUN 07 2016  
 WATERTOWN, NEW YORK

Prepared by  
 City of Watertown GIS  
 City Engineering Department

**For Tax Purposes Only**  
 Not to be Used for Conveyance

NO SCALE PLANT  
 CENTRAL POINT IS TRUE

No Map Changes

—	Property Line	+	Coordinate Grid
- - - -	Historic Property Line	123	Parcel ID
▭	Building Outline	(123456)	Assessment ID
+	Railroad	▭	Indicates
— · — · —	City Boundary	▭	Historic
▭	School District Boundary	▭	Continued parcel

**1 Inch = 50 Feet \***

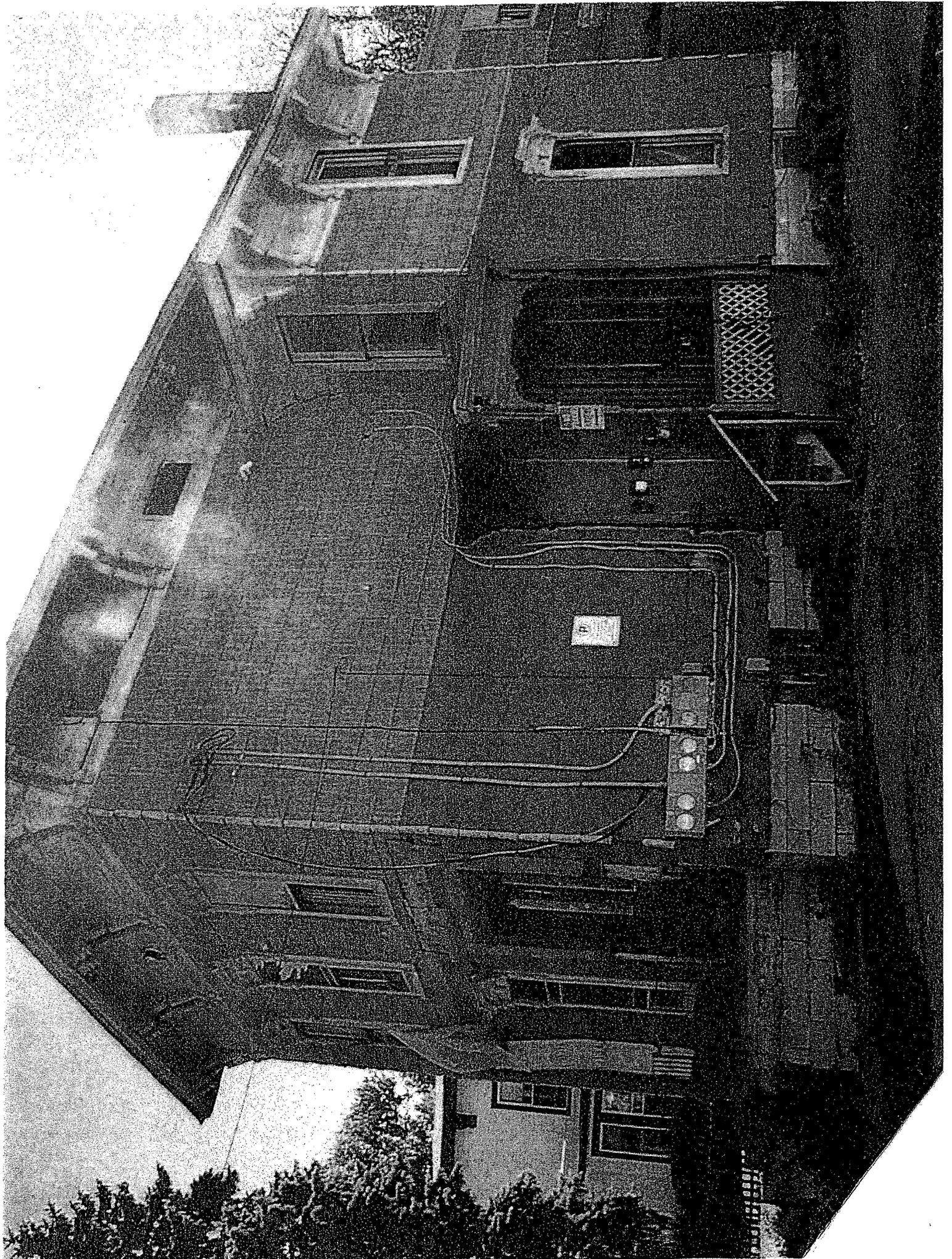
0    50    100    150    200    Feet

\*Scale printed on 21" x 33" paper



Tax Map  
**City of Watertown**  
 Jefferson County, NY

Section 11 Block 04  
 Printed Date: 2/9/2016



1426

# CITY OF WATERTOWN APPLICATION FOR BUILDING PERMIT

To the BUREAU OF CODE ENFORCEMENT

Watertown, New York

Premises Address 338 Academy Street (official number will be assigned to all new buildings)  
 Owner Jennifery John Wagar Address 906 Franklin St Watertown  
 Contractor Owners acting on previous permit for Rockbottom  
 Liability Insurance Co. \_\_\_\_\_ Policy No. \_\_\_\_\_ Expr. \_\_\_\_\_  
 Compensation Insurance Co. \_\_\_\_\_ Policy No. \_\_\_\_\_ Expr. \_\_\_\_\_

Type of Permit:  New Building  Addition  Alteration  Demolition  Conversion  Swimming Pool

This information not necessary for alterations to 1 and 2 family dwellings when there is no change in size of buildings nor on demolition permits.

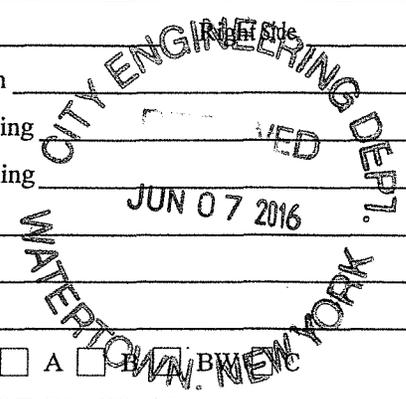
Zoning District \_\_\_\_\_ Parcel No. 11-04-128 Lot Size 65 X 186 Bldg Size \_\_\_\_\_

Stories \_\_\_\_\_ Height \_\_\_\_\_ Total (sq. ft.) \_\_\_\_\_

(Distances) From Lot Lines: Front \_\_\_\_\_ Rear \_\_\_\_\_ Left Side \_\_\_\_\_ Right Side \_\_\_\_\_

From Nearest Buildings: Front \_\_\_\_\_ Rear \_\_\_\_\_ Left Side \_\_\_\_\_ Right Side \_\_\_\_\_

Type of Construction: Fire Resistive 1A  Heavy Timber 3  Foundation \_\_\_\_\_  
 1B  Ordinary 4A  Wall Framing \_\_\_\_\_  
 Non-combustible 2A  4B  Roof Framing \_\_\_\_\_  
 2B  Wood Frame 5A  Roofing \_\_\_\_\_  
 5B  Siding \_\_\_\_\_  
 Heating \_\_\_\_\_



Flood Plan:  Yes  No  100 Yrs.

COMMENTS: FIRE/DMG PREVIOUSLY REPAIRED  
New Owners refurbishing  
interior to accommodate their  
family members as a  
single family residence -  
openings uncovered - already  
existing - cosmetic improvements in progress  
all work to comply with NYS Bldg Code

PLOT DIAGRAM:

This permit is issued subject to all easements and rights of way and the City assumes no responsibilities for mistakes or errors concerning ownership of the premises made by the applicant of this permit.

This permit DOES NOT cover PLUMBING, HEATING, ELECTRICAL, SIDEWALK, SIGNS, CURBS, or SEWER WORK. Section 53 of the City Charter and Sections 22-2 and 22-10 of the Municipal Code require that sidewalks be built along any property along any street. A sidewalk along the property described in this application now exists, or will be rebuilt by (date) \_\_\_\_\_

or will be built by (date) \_\_\_\_\_. Demolition permits EXPIRE 2 MONTHS from date of approval. Construction permits EXPIRE 6 MONTHS from date of approval. Building must not be used or occupied until final inspection is completed and a CERTIFICATE OF OCCUPANCY and/or CERTIFICATE OF COMPLIANCE is issued.

ESTIMATED COST OF WORK: \$ 5000

PERMIT FEE (According to current official schedule) \$ 0, pd previously Treasurer's Receipt No. \_\_\_\_\_

I (WE) certify that all statements made in this application are true and correct. I (WE) also have read all statements, conditions, and restrictions contained in this application and agree to comply with the same, and have affixed or caused to be affixed (MY) (OUR) signature hereto under penalty of perjury.

OWNER X Jennifer Wagar BY \_\_\_\_\_ DATE 5/15/06

DO NOT WRITE IN SPACE BELOW

PERMIT (GRANTED) (REFUSED) BY Carayn Meunier DATE 5/15/06

CERTIFICATE OF OCCUPANCY ISSUED BY \_\_\_\_\_ DATE \_\_\_\_\_



# CERTIFICATE OF COMPLIANCE

## City of Watertown, New York

CERTIFICATE NO.: CC-089-002 DATE OF ISSUE: July 18, 2008

PREMISES ADDRESS: 338 Academy Street, Watertown, New York

THIS IS TO CERTIFY that the building or portion of the building as shown below meets the MINIMUM STANDARD REQUIREMENTS in conformity with the ZONING, BUILDING CODE, HOUSING CODE and other related regulations for the use or uses as indicated. It shall be UNLAWFUL TO USE OR ALLOW TO BE USED any part or portion of said building for other than use or uses as specified herein.

THIS CERTIFICATE MUST BE KEPT ON FILE on the premises at all times. Application must be made to the Code Enforcement Inspector for ANY CHANGES desired and a new or revised certificate will be issued provided such changes are within the limits of existing laws and regulations.

OCCUPANCY GROUP: R CONSTRUCTION CLASSIFICATION: Vb

ZONING USE DISTRICT: Residence C

NUMBER of STORIES: Two

SECTION of REFERENCE: Entire

ALLOWED USE: Single Family Home

NUMBER of PERSONS WHO MAY OCCUPY: N/A

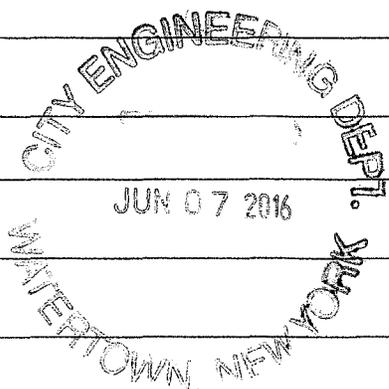
FINAL/PROVISIONAL: Final

ISSUED TO: Jennifer and John Wagar

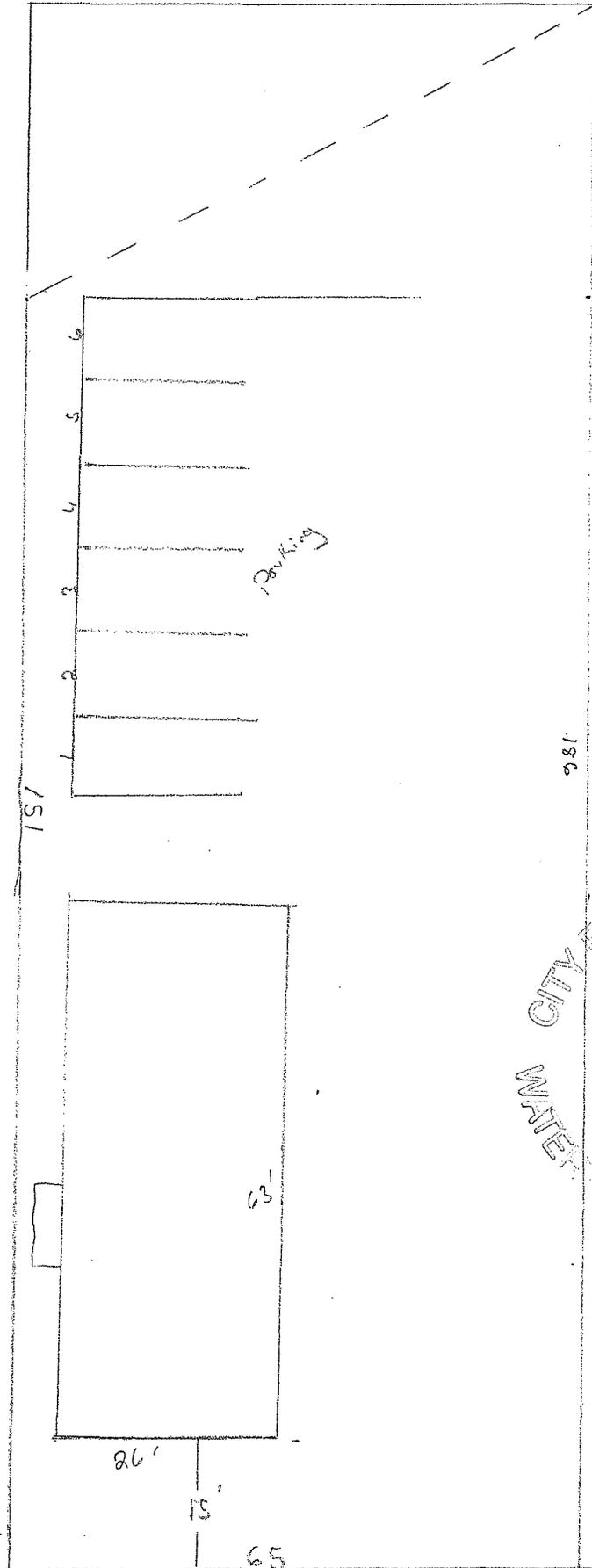
PERMIT NUMBER: B-056-202

SIGNATURE: *Carolyn F. R. Meunier*

INSPECTOR: Carolyn F. R. Meunier  
Code Enforcement Officer  
CITY OF WATERTOWN  
BUREAU OF CODE ENFORCEMENT



$15 \times 186 = 12,090 \text{ SF}$



WATERLOO CITY ENGINEERING DEPT.  
ED  
JUN 7 2016  
WATERLOO, NEW YORK

side walk

228 Academia St.



# 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 *ML*

**SUBJECT:** Special Use Permit Approval – 338 Academy St.

**DATE:** June 28, 2016

**Request:** Special Use Permit to allow a four unit multi-family dwelling.

**Applicant:** Aaron Netto, Gianaco LLC

**Proposed Use:** 4 Unit Apartment Complex

**Property Owner:** Gianaco, LLC

---

**Submitted:**

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

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

County Planning Board Review Required: No

---

**Comments:** The applicant proposes to convert a single family dwelling to a four unit multi-family dwelling. The property is currently zoned Residence C. Three unit multi-family dwellings are permitted within this property under current zoning; however a fourth unit would require special approval by City Council as listed in Section 310-6(H) of the Zoning Ordinance.

The property was previously a four unit multi-family dwelling, but it was converted to a single family dwelling in 2006 by a previous owner. The previous owner lived at the property but also utilized a portion of it as an in-home daycare facility. Included with the application is a copy of the original building permit to convert the four unit multi-family dwelling to a single family residence. The applicant now wishes to return to the property's previous use as a four unit multi-family dwelling. This requires the applicant to apply for a special use permit.

Properties south, east, and west of the subject parcel are zoned as Residence C. Although the properties to the north of the subject parcel are zoned as Limited Business, the surrounding uses are all 1-3 unit residential. The City's land use plan envisions the surrounding area to be used as High Density Residential.

In Residence C districts, the lot size per household that is required is 2,500 square feet. For the proposed four-unit dwelling, the minimum lot size is therefore 10,000 square feet. The existing lot is 12,090 square feet so the minimum lot size is met.

Parking for multi-family uses is required by the Zoning Ordinance in the amount of one space for each dwelling unit plus 10% of the total meaning that five spaces are required. The applicant has submitted a sketch showing six spaces at the rear of the building.

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.

cc: City Council Members  
Brian Drake, Civil Engineer II  
Aaron Netto, Gianaco LLC, 23997 Gotham Street Road, Watertown, NY 13601

# EXCERPT FROM JULY 14, 2016 PLANNING BOARD MEETING MINUTES

## SPECIAL USE PERMIT 338 ACADEMY STREET – PARCEL NUMBER 11-04-128.000

The Planning Board then considered a request submitted by Aaron Netto of Gianaco, LLC to allow a four-unit multifamily dwelling at 338 Academy Street, Parcel Number 11-04-128.000.

Mr. Netto was not in attendance to represent the project. Mr. Katzman asked if the Planning Board had authority to act even though the applicant was not present. Mr. Lumbis replied that there was no strict requirement for any applicant to appear before the Planning Board only a recommendation, but that if any board members had questions that only Mr. Netto could answer, then he may have to wait for a vote.

Mr. Polkowski said that he was sufficiently familiar with the request to answer questions. He then said that the property was originally a four-unit dwelling and added that at one point in time, a previous owner converted the building into a day care center. Mr. Polkowski then said that Mr. Netto now wished to restore the four-unit dwelling use and sought a Special Use Permit to do so.

Mr. Katzman then said that if the City allowed four units again, the building might become too dense for the parcel to accommodate, and specifically noted the site's lack of green space and parking. Mr. Neddo said that there were a lot of places with little or no grass and noted that this site has more parking than what is required.

Mr. Lumbis then said that the property also had a double-wide driveway to accommodate parking at the site. Mr. Katzman then said that this could be a shared driveway and potentially not always available for use.

Mr. Coburn then said that if the applicant was compliant, then the Planning Board could not be opinionated, and needed to follow the rules. Ms. Capone then asked for clarification about what the Zoning Ordinance permits in Residence C Districts. Mr. Urda then referenced Section 310-6 (H) of the Zoning Ordinance, which identifies multifamily dwellings as a permitted use in Residence C Districts, only by special approval of the City Council.

Mr. Neddo then noted that there were four utility meters on the building, left over from its previous use as a four-unit dwelling. Mr. Polkowski added that his understanding was that when the owner that operated a day care center in the building converted the inside, all that owner did was take some doors out.

Mr. Neddo then moved to recommend that City Council approve the request submitted by Aaron Netto of Gianaco, LLC to allow a four-unit multifamily dwelling at 338 Academy Street, Parcel Number 11-04-128.000.

Mr. Rowell seconded the motion and it was approved by a 4-1 vote with Mr. Katzman casting the dissenting vote.

Mr. Katzman then moved to adjourn the meeting. Ms. Capone seconded the motion and all voted in favor. The meeting was adjourned at 3:27 PM.

## 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>Special use permit - 4th unit</i>							
Project Location (describe, and attach a location map): <i>338 Academy St</i>							
Brief Description of Proposed Action: <i>Change unit for 1 family back to 4-unit.</i>							
Name of Applicant or Sponsor: <i>Aaron Netb</i>		Telephone: <i>315-408-4158</i>					
		E-Mail: <i>aaronnetb@gmail.com</i>					
Address: <i>23997 Gotham Street Rd.</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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		<i>0.3</i> acres ←					
b. Total acreage to be physically disturbed?		<i>0</i> acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>0.3</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 type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)							
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____							
<input type="checkbox"/> Parkland							



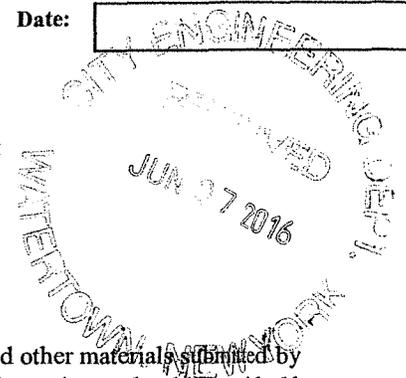
<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>Giangaio LLC</u> Date: <u>6/6/16</u></p> <p>Signature: <u><i>[Handwritten Signature]</i></u></p>		

Agency Use Only [If applicable]

Project:

Date:

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



**Part 2 is to be completed by the Lead Agency.**

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

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

Project:

Date:

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

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

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

**PRINT FORM**

Public Hearing – 7:30 p.m.

July 27, 2016

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business

City Council has scheduled a Public Hearing for the above subject request at 7:30 p.m. on Monday, August 1, 2016.

The Planning Board reviewed the request at its July 14, 2016 meeting and adopted a motion recommending that City Council approve the request.

Attached is the report on the zone change request prepared for the Planning Board, along with an excerpt from its meeting minutes. As is noted in my report to the Planning Board, the proposed zone change is not consistent with the City's Land Use Plan. While the Land Use Plan is nearly thirty years old, it is the only adopted plan that the City has to guide decision making on requests such as this as we do not have a Comprehensive Plan.

It should also be noted that a funeral home is an allowed use in a Residence C district so the use is not dependent on the approval of the zone change. If the zoning is changed, all uses allowed in a Limited Business district would be permitted for this property.

The ordinance prepared for City Council consideration approves the zone change as submitted. The Council must hold the public hearing and pass the SEQRA resolution that is also on today's agenda before voting on the ordinance.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business

- 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 Cody J. Horbacz

BE IT ORDAINED where Edward G. Olley, Jr., AIA, of GYMO, D.P.C., on behalf of Darrell Main of Cleveland Funeral Home, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its July 14, 2016 meeting, and

WHEREAS a public hearing was held on the proposed zone change on August 1, 2016, after due public notice, and

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

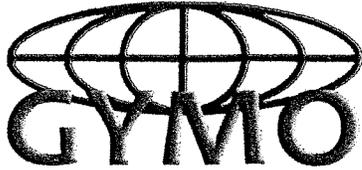
WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 404 Sherman Street, Parcel Number 10-14-126.000, shall be changed from Residence C to Limited Business, and

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

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

**Seconded by** Council Member Stephen A. Jennings



ARCHITECTURE  
ENGINEERING  
ENVIRONMENTAL  
LAND SURVEYING

June 21, 2016

Honorable Mayor and City Council  
City of Watertown  
**ATTN: ENGINEERING DEPT.**  
245 Washington St, Room 305  
Watertown, NY 13601

Re: Cleveland Funeral Home  
**Zone Change Application**  
File: 2015-157a

Dear Honorable Mayor and City Council:

On behalf of Darrell Main, I write to request a zone change for 404 Sherman Street (Tax Parcel#: 10-14-126) from Residential C to Limited Business.

The future use of this property will remain the same. The owner is requesting the zone change in order to allow for additional flexibility in regards to future signage he is contemplating for the site.

Included in this submission are an application fee of \$100.00 and 15 complete sets of this application including this cover letter, Copy of the Deed, Tax Map, Short Environmental Assessment Form Part I, and a Survey map.

If you have any questions, or require any additional information, please let me know.

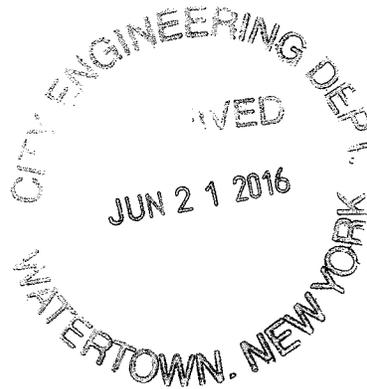
Sincerely,  
GYMO Architecture, Engineering & Land Surveying, D.P.C.

Edward G. Olley Jr., AIA  
*Principal, Director of Architecture*

Edward G. Olley, Jr., AIA  
William P. Plante, PLS  
Patrick J. Scordo, PE  
Ryan G. Churchill, PE  
Scott W. Soules, AIA

Gregory F. Ashley, PLS  
Hayward B. Arthur III, MPS  
Brandy W. Lucas, MBA  
Howard P. Lyndaker III, PLS

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



Deed - Warranty with Lien Covenant

**THIS INDENTURE**

Made the 1st day of August Two Thousand Thirteen (2013).

BETWEEN

**LYNN S. CLEVELAND and CORBY L. CLEVELAND**  
1401 HOLCOMB STREET  
WATERTOWN, NY 13601

GRANTOR(S)

AND

**DARRELL W. MAIN AND DELTRA L. MAIN, HIS WIFE**  
16923 COUNTY ROUTE 64  
WATERTOWN, NY 13601, AS TENANTS BY THE ENTIRETY

GRANTEE(S)



WITNESSETH that the grantor(s) in consideration of one (\$1.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the grantee(s), hereby grant(s) and release(s) unto the grantee(s), their distributees, successors or assigns forever,

ALL THOSE TRACTS OR PARCELS OF LAND situate in the City of Watertown, Village of Chaumont and Village of Cape Vincent, County of Jefferson and State of New York, as described in the attached Schedule "A" which is hereby incorporated herein by reference (referred to as the "Premises"), together with interest, if any, of the Grantor(s) in and to any streets and roads abutting the Premises to the centerlines thereof.

TOGETHER with the appurtenances and all the estate and rights of the grantor(s) in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee(s), their distributees and assigns forever.

And the grantor(s) covenant(s) as follows:

FIRST. That the grantee(s) shall quietly enjoy the said premises:

SECOND. That the grantor(s) will forever WARRANT the title to said premises.

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor(s)" and "grantee(s)" shall be construed to read in the plural whenever the sense of this deed so requires.

Corby L. Cleveland joins in the signing of this deed to convey all of her right title and interest in the properties at 404 Sherman Street and 1401 Holcomb Street.

IN WITNESS WHEREOF, the grantor(s) has/have executed this deed the day and year first above written. In presence of:

R+k:Fracey (c)

[Signature] L.S.  
Lynn S. Cleveland

[Signature] L.S.  
Corby L. Cleveland

STATE OF NEW YORK )

COUNTY OF JEFFERSON )

s.s.:

On the 1st day of August in the year 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared, Lynn S. Cleveland and Corby L. Cleveland personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

ANDERSON WISE  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 9711975  
Commission Expires February 28, 2015

ANDERSON WISE  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 9711975  
Commission Expires February 28, 2015

[Signature]  
Notary Public

SCHEDULE "A"

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

BEGINNING at an iron pipe set in the southerly street margin of Holcomb Street, said iron pipe being situate S.61°-03'-00"W., 449.46 feet along said street margin from the intersection of the southerly street margin of Holcomb Street and the westerly street margin of Marra Drive;

THENCE S.28°-55'-30"E., a distance of 780.72 feet to a point;

THENCE N.67°-54'-19"W., a distance of 190.76 feet to an iron pipe set;

THENCE N.28°-55'-30"W., a distance of 632.38 feet to an iron pipe set in the southerly street margin of Holcomb Street;

THENCE N.61°-03'-00"E. along the southerly street margin of Holcomb Street, a distance of 120.00 feet to the point of beginning.

CONTAINING 1.946 acres of land more or less. This parcel is known as 1401 Holcomb Street.

SUBJECT TO any rights or restrictions of record.

**AND ALSO CONVEYING,**

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

BEGINNING at an iron pipe set in the southerly street margin of Holcomb Street, said pipe being located a direct line of S. 61°-03'-00" W., 264.68 feet from a 1/2" iron pipe found at the intersection of the most westerly street margin of Marra Drive with the most southerly street margin of Holcomb Street;

THENCE S. 28°-55'-30" E., passing through an iron pipe set at a distance of 125.00 feet and continuing a total distance of 250.00 feet to a point in the northerly street margin of the undeveloped portion of Marra Drive;

THENCE S. 61°-03'-00" W., along the northerly street margin of the undeveloped portion of Marra Drive, passing through an iron pipe set in said margin at a distance of 109.22 feet and continuing along said margin a total distance of 148.02 feet to an iron pipe set at the northwesterly terminus of the undeveloped portion of Marra Drive;

THENCE S. 28°-55'-30" E., along the westerly terminus of the undeveloped portion of Marra Drive, a distance of 50.00 feet to an iron pipe set at the southwestly terminus of the undeveloped portion of Marra Drive;

THENCE N. 61°-03'-00" E., along the southerly street margin of the undeveloped portion of Marra Drive, passing through an iron pipe set in said margin at a distance of 38.80 feet and continuing along said margin a total distance of 148.02 feet to a point;

THENCE S. 28°-55'-30" E., a distance of 503.59 feet to a point;

THENCE S. 24°-58'-10" W., a distance of 129.39 feet to a point;

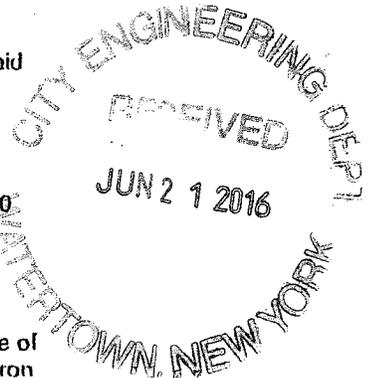
THENCE N. 67°-54'-19" W., passing through an iron pipe set at a distance of 7.44 feet and continuing a total distance of 127.40 feet to an iron pipe set;

THENCE N. 28°-55'-30" W. a distance of 780.72 feet to an iron pipe set in the southerly street margin of Holcomb Street;

THENCE N. 61°-03'-00" E., along the southerly street margin of Holcomb Street, a distance of 184.68 feet to the POINT OF BEGINNING.

CONTAINING 3.378 acres of land, more or less. This parcel is known as VL-5 Holcomb St.

CONTINUED →



SCHEDULE "A" CONT.

AND ALSO CONVEYING,

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

BEGINNING at the intersection of the southerly street margin of Mullin Street and the westerly street margin of Sherman Street;

THENCE S.  $06^{\circ}-32'-57''$  W. along the westerly street margin of Sherman Street a distance of 218.61 feet to an iron pipe set;

THENCE W.  $82^{\circ}-49'-11''$  W. a distance of 207.49 feet to an iron pipe found;

THENCE N.  $13^{\circ}-41'-00''$  E. a distance of 72.55 feet to an iron pipe found;

THENCE N.  $82^{\circ}-40'-00''$  W. a distance of 20.45 feet to an iron pipe set;

THENCE N.  $11^{\circ}-29'-00''$  E. passing through an iron pipe found 147.25 feet and continuing a total distance of 147.43 feet to a point in the southerly street margin of Mullin Street;

THENCE S.  $82^{\circ}-40'-00''$  E. along the southerly street margin of Mullin Street a distance of 206.25 feet to the point of beginning.

CONTAINING 1.052 acres of land more or less. This parcel is known as 404 Sherman Street

AND ALSO CONVEYING,

Town of Lyme

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Chaumont, County of Jefferson, State of New York, tax parcel no. 61.43-1-15, and being further described as follows:

BEGINNING at an iron pipe found in the assumed northerly street margin of East Main Street, said iron pipe is situate a direct tie of South  $88^{\circ} 52' 52''$  East, a distance of 129.09 feet from a nail found at the intersection of the centerline of East Main Street and the centerline of Washington street;

THENCE North  $21^{\circ} 28' 00''$  East, a distance of 115.83 feet to an iron pipe found;

THENCE South  $59^{\circ} 17' 00''$  East, a distance of 68.00 feet to an iron pipe set;

THENCE South  $20^{\circ} 01' 07''$  West, a distance of 104.95 feet to an iron pipe set in the assumed northerly street margin of East Main street;

THENCE North  $68^{\circ} 32' 00''$  West, along the assumed northerly street margin of East Main Street a distance of 69.77 feet to the point of beginning.

CONTAINING 0.173 acres of land, more or less. This parcel is known as 12007 NYS Rt. 12E.

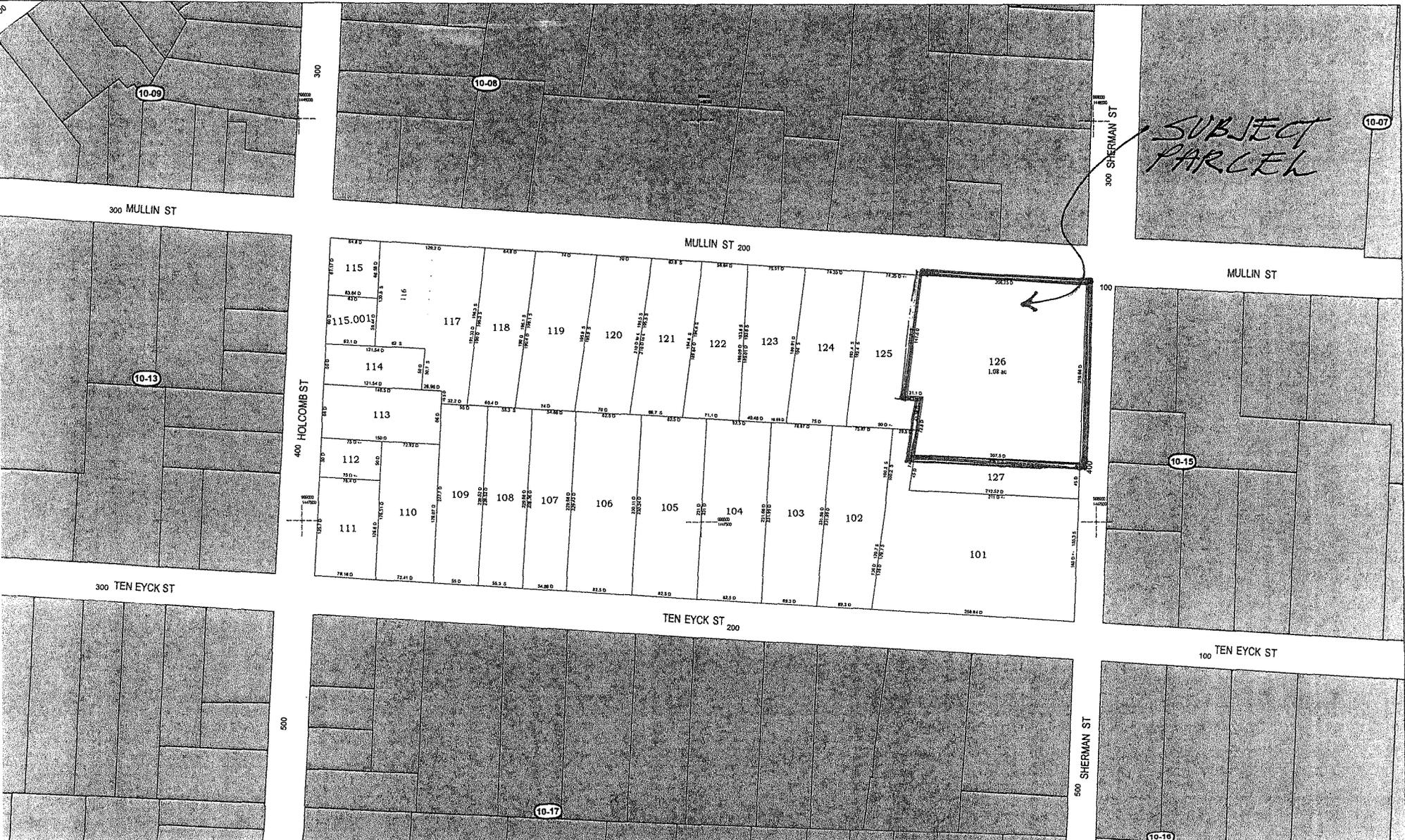
AND ALSO CONVEYING.

ALL

Town of

THAT TRACT OR PARCEL OF LAND, situate in the Village of Cape Vincent, County of Jefferson and State of New York bounded and described as follows, viz: Is a village lot known and distinguished upon a map of said village as lot No. 149 and bounded easterly by lot No. 148; northerly by the southerly margin of Broadway Street; westerly by the easterly margin of Real Street; and southerly by lot No. 150, and contains  $\frac{5}{16}$  of an acre of land.

This parcel is known as 188 Broadway.



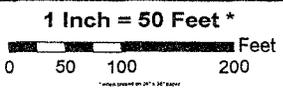
Prepared by  
 City of Watertown GIS  
 For  
 City of Watertown  
 Assessment Department

For Tax Purposes Only  
 Not to be Used for Conveyance

2024 STATE PLANS  
 CENTRAL TOWN, CO #882

Print Key	Date
10-15-116.000	10/10/2017

- Property Line
- Adjacent Property Line
- Building Outline
- Railroad
- City Boundary
- School District Boundary
- Coordinate Grid
- Parcel ID
- Assessment ID
- (Indicates adjacent parcels)



Tax Map  
**City of Watertown**  
 Jefferson County, NY  
 Section 10 Block 14  
 Printed Date: 2/9/2016



# 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 *ML*

SUBJECT: Zone Change – 404 Sherman Street

DATE: June 28, 2016

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**Request:** To change the approved zoning classification of the east section of 404 Sherman Street, Parcel Number 10-14-126, from Residence C to Limited Business

**Applicant:** Edward G. Olley, Jr., GYMO DPC

**Owner:** Darrell Main of Cleveland Funeral Home

**SEQRA:** Unlisted

**County review:** No

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**Comments:** The applicant is requesting a zone change from Residence C to Limited Business in order to allow additional flexibility in regards to future signage that is anticipated for the site. To the north of the parcel in question is a Limited Business-zoned parcel and a Residence-C zoned parcel, both of which front on Mullin Street. To the east are two parcels that are both zoned Limited Business. To the south is a Residence A-zoned parcel and to the west is a Residence C-zoned parcel.

**Sign Variance:** The property owner recently applied for an Area Variance to vary the requirements of Section 310-52.2 of the City Zoning Ordinance to increase the maximum allowable sign surface area. The maximum allowable sign surface area is 4 square feet in a Residence C zoning district and the applicant was requesting 15 square feet.

However, because the property owner wished to vary the amount of signage to construct a freestanding sign, a nonconforming use in Residence C districts, it was discovered that the variance would be considered a Use Variance. At that time the applicant withdrew their variance request and decided to pursue a zone change for the parcel. The Limited Business zoning designation would allow a free standing sign, and would permit total signage for the property up to 35 square feet.

**Land Use Plan:** The City's Land Use Plan, adopted in 1987, designates the parcel as medium density Residential. The proposed zone change for the parcel would not be consistent with the Land Use Plan.

Please refer to the attached map, prepared by City Staff, for clarification on the overlap of the Land Use Plan with present day parcel boundaries and zoning.

Planning staff would also like to advise the Planning Board that this zone change is unrelated to the concurrent Waiver of Site Plan application for the same property on this month's agenda. Since the funeral home is a permitted use in a Residence C district, the waiver for the building addition and parking lot expansion can be approved whether or not the zone change is granted.

cc: City Council Members  
Brian Drake, Civil Engineer II  
Edward G. Olley, Jr., GYMO DPC, 220 Sterling Street, Watertown, NY 13601

# EXCERPT FROM JULY 14, 2016 PLANNING BOARD MEETING MINUTES

## ZONE CHANGE 404 SHERMAN STREET – PARCEL # 10-14-126.000 RESIDENCE C to LIMITED BUSINESS

The Planning Board then considered a request submitted by Edward G. Olley Jr., AIA of GYMO, D.P.C. on behalf of Darrell Main of Cleveland Funeral Home to change the approved zoning classification 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business.

Mr. Olley was in attendance to represent the request.

Mr. Lumbis then drew the Planning Board's attention to a large map depicting the proposed zone change, noting that board members' packets did not include a smaller map to reference.

Mr. Olley began by noting that this was a corner lot and pointing out that the other three corner parcels at the same intersection were all zoned Limited Business already.

Mr. Olley then said that Mr. Main, who operates a funeral home on the site, intended to construct a small entrance at the rear of his building to provide disabled accessibility and planned expand his parking lot a little bit, and added that these proposed changes were in the next item on the meeting agenda.

Mr. Olley said that the purpose of the zone change request was to permit Mr. Main to have a reasonable sign for his business. Mr. Olley then said that Mr. Main had modified his old sign, but it still did not meet City Code for a Residence C District, and added that the sign would be conformant if it were in a Limited Business District instead.

Mr. Olley then said that part of Mr. Main's long-term motivation was the need to develop a decent buffer between the funeral home and a dilapidated structure next door that recently fell onto Mr. Main's property.

Mr. Rowell then asked if the fallen structure had been cleaned up. Mr. Olley replied in the negative and said that the gentleman that owned that structure has not decided what to do yet. Mr. Olley then said that Mr. Main's desire was to purchase the adjacent parcel and combine it with his own.

Mr. Katzman then asked what the purpose of the zone change was. Mr. Olley replied that it was to meet sign requirements.

Ms. Capone then asked what the sign would look like. Mr. Lumbis replied that a Residence C District does not allow freestanding signs, which was what Mr. Main wished to have for his business. Mr. Polkowski added that Mr. Main previously sought a variance for a freestanding sign, but withdrew that request after determining that it would be too difficult to obtain.

Ms. Capone then asked if the size of the sign was consistent with the rest of the neighborhood. Mr. Olley replied that it would only be 15 square feet. Mr. Neddo added that Mr. Main would need a Sign Permit anyway even if City Council approved his zone change request.

Mr. Coburn said that Staff's memorandum to the Planning Board indicated that the request was not consistent with the City's adopted Land Use Plan. Mr. Polkowski replied that the Land Use Plan was extremely out of date. Mr. Coburn then said that the request seemed straightforward enough.

Ms. Capone then moved to recommend that City Council approve the request submitted by Edward G. Olley Jr., AIA of GYMO, D.P.C. on behalf of Darrell Main of Cleveland Funeral Home to change the approved zoning classification 404 Sherman Street, Parcel Number 10-14-126.000 from Residence C to Limited Business.

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

July 27, 2016

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Projected FY 2017-18 Projected Tax Cap

The NYS Department of Taxation and Finance has released the tax base growth factor that will be used in the City's Fiscal Year 2017-18 tax cap calculation. The tax base growth factor is applied to the prior year's tax levy and represents the physical and/or quantity changes to property in the City. The factor set for the City for FY 2017-18 is 1.0028 as compared to 1.0077 for FY 2016-17.

Recently the NYS Office of the Comptroller released the Inflation and Allowable Levy Growth Factor for municipalities with fiscal years beginning January 1, 2017. The factor that will be used for those municipalities is 0.68%. Although this is not the exact rate for the City it does provide for a reasonable estimate of where our rate will be.

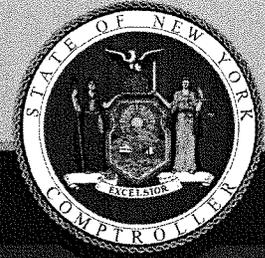
The following chart shows that the projected tax cap calculation for the City's FY 2017-18 General Fund Budget will provide for approximately \$84,655 or 0.97% increase to the current tax levy if no over-riding legislation is passed. It is important to keep in mind that the sidewalk special assessment districts' annual installments are consider part of the tax levy. Fiscal Year 2017-18 will be the first year for which installments related to District #10 are to be re-levied onto the City tax bills and since there are no older districts are maturing District #10's annual installments will effectively reduce the amount of the allowable tax cap growth by the amount of their annual installments. District 10's annual re-levied installments are projected to be between \$5,000 - \$7,000. Accordingly the true tax cap allowable levy growth that can be used to pay General Fund expenses will be around \$78,000 or 0.89%.

**City of Watertown  
Projected Fiscal Year 2017-18 Budget  
Property Tax Cap Calculation**

		<u>FY 2017-18</u>	<u>FY 2016-17</u>	<u>FY 2015-16</u>	<u>FY 2014-15</u>	<u>FY 2013-14</u>	<u>FY 2012-13</u>
	Prior Year Adopted Tax Levy	\$ 8,769,096	\$ 8,465,927	\$ 8,323,710	\$ 7,520,705	\$ 7,373,612	\$ 7,300,409
Multiply By	Tax Base Growth Factor (provided by NYS Dept. of Taxation and Finance)	<u>1.0028</u>	<u>1.0077</u>	<u>1.0038</u>	<u>1.0105</u>	<u>1.0124</u>	<u>1.0051</u>
	<b>Subtotal</b>	\$ 8,793,650	\$ 8,531,114	\$ 8,355,340	\$ 7,599,672	\$ 7,465,045	\$ 7,337,641
Plus	PILOTs Receivable from Prior Year	<u>162,500</u>	<u>152,000</u>	<u>139,125</u>	<u>147,850</u>	<u>144,300</u>	<u>154,991</u>
Equals	<b>Subtotal</b>	8,956,150	8,683,114	8,494,465	7,747,522	7,609,345	7,492,632
Multiply By	Allowable Levy Growth Factor (provided by NYS Office of the State Comptroller)	<u>0.68%</u>	<u>0.12%</u>	<u>1.62%</u>	<u>1.46%</u>	<u>2.00%</u>	<u>2.00%</u>
Equals	<b>Subtotal</b>	9,017,052	8,693,534	8,632,075	7,860,636	7,761,532	7,642,485
Less	PILOTs Receivable for Current Year	<u>(163,301)</u>	<u>(162,500)</u>	<u>(152,000)</u>	<u>(139,125)</u>	<u>(147,850)</u>	<u>(144,300)</u>
Plus	Available Carryover from Prior Year	<u>-</u>	<u>14,148</u>	<u>-</u>	<u>115,892</u>	<u>112,473</u>	<u>-</u>
Equals	<b>Tax Levy Limit Before Adjustments / Exclusions</b>	\$ 8,853,751	\$ 8,545,182	\$ 8,480,075	\$ 7,837,403	\$ 7,726,155	\$ 7,498,185
Less	Costs Incurred from Transfer of Local Government Functions	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plus	Savings Realized from Transfer of Local Government Functions	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Equals	<b>Tax Levy Limit (Adjusted for Transfer of Local Government Functions)</b>	\$ 8,853,751	\$ 8,545,182	\$ 8,480,075	\$ 7,837,403	\$ 7,726,155	\$ 7,498,185
Plus	Tax Levy Necessary for Pension Contribution Expenditures Caused by Growth in the Employees Retirement System Average Actuarial Contribution Rate in Excess of 2 Percentage Points	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	47,800
Plus	Tax Levy Necessary for Pension Contribution Expenditures Caused by Growth in the Police and Fire Retirement System Average Actuarial Contribution Rate in Excess of 2 Percentage Points	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	113,430	210,074
Plus	Available Carryover (if any, up to a maximum of 1.5%)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Equals	<b>Tax Levy Limit (Adjusted for Transfers and Exclusions)</b>	<u>\$ 8,853,751</u>	<u>\$ 8,545,182</u>	<u>\$ 8,480,075</u>	<u>\$ 7,837,403</u>	<u>\$ 7,839,585</u>	<u>\$ 7,756,059</u>
	Tax Levy Increase Allowable per Tax Cap Calculation	\$ 84,655	\$ 79,255	\$ 156,365	\$ 316,698	\$ 465,973	\$ 455,650
	Percent Tax Levy Increase Allowable per Tax Cap Calculation	0.97%	0.94%	1.88%	4.21%	6.32%	6.24%
	ACTUAL LEVY INCREASE		4.00%	1.88%	10.40%	2.00%	1.00%

# Office of the New York State Comptroller

Thomas P. DiNapoli • State Comptroller



## Property Tax Cap

### Inflation and Allowable Levy Growth Factors

July 2016

#### Inflation Factors and Allowable Levy Growth Factors by Fiscal Year

Fiscal Year	Fiscal Years Beginning									
	2013		2014		2015		2016		2017	
	Inflation Factor	Allowable Levy Growth Factor	Inflation Factor	Allowable Levy Growth Factor	Inflation Factor	Allowable Levy Growth Factor	Inflation Factor	Allowable Levy Growth Factor	Inflation Factor	Allowable Levy Growth Factor
Jan 1 - Dec 31	2.93%	1.0200	1.66%	1.0166	1.56%	1.0156	0.73%	1.0073	0.68%	1.0068
Mar 1- Feb 28	2.57%	1.0200	1.70%	1.0170	1.58%	1.0158	0.45%	1.0045		
Apr 1 - Mar 31	2.42%	1.0200	1.63%	1.0163	1.62%	1.0162	0.31%	1.0031		
Jun 1 - May 31	2.17%	1.0200	1.48%	1.0148	1.68%	1.0168	0.12%	1.0012		
Jul 1 - Jun 30	2.07%	1.0200	1.46%	1.0146	1.62%	1.0162	0.12%	1.0012		
Aug 1 - Jul 31	1.96%	1.0196	1.46%	1.0146	1.48%	1.0148	0.24%	1.0024		
Oct 1 - Sep 30	1.79%	1.0179	1.40%	1.0140	1.25%	1.0125	0.40%	1.0040		

#### Data For Prior Years

As defined in law, the allowable levy growth factor is the lesser of one plus the inflation factor or one and two-one-hundredths of a percent. Since July 31, 2013 the inflation factor has been less than 2 percent, therefore the allowable levy growth factor has been equal to one plus the inflation factor.



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