

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 7, 2012, 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 - Appointment of Commissioner of Deeds – City Employee
- Resolution No. 2 - Approving the 2011-2014 Collective Bargaining Agreement Between the City of Watertown and the Watertown Professional Firefighters' Association
- Resolution No. 3 - Readopting Fiscal Year 2011-12 General Fund Budget
- Resolution No. 4 - Finding that the Approval of the Application of Hedy Cirrincione to Change the Approved Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, From Limited Business to Neighborhood Business Will Not Have a Significant Impact on the Environment
- Resolution No. 5 - Authorizing Submission of a Application for Small Cities Community Development Block Grant Funding Through the 2012 Consolidated Funding Application Process

**ORDINANCES**

**LOCAL LAW**

## **PUBLIC HEARING**

- 7:30 p.m. 2012 Community Development Block Grant Small Cities Application
- 7:30 p.m. Ordinance Changing the Approved Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business District to Neighborhood Business District
- 7:30 p.m. 2012-13 Operating Budgets
- 7:30 p.m. 2012-13 through 2016-17 Capital Budget

## **OLD BUSINESS**

## **STAFF REPORTS**

1. New York State Request to Lease Parking Spaces
2. Banking Services – Request for Proposals
3. 429 Factory Street
4. Board and Commission Appointments

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 16, 2012.**

Res No. 1

May 2, 2012

To: The Honorable Mayor and City Council

From: John C. Krol, City Manager

Subject: Commissioner of Deeds

The attached resolution has been prepared to appoint a newly hired Police Officer as a Commissioner of Deeds for the term expiring December 31, 2012.

# RESOLUTION

Page 1 of 1

Appointment of Commissioner of Deeds –  
City Employee

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

Total .....

YEA	NAY

***Introduced by***

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RESOLVED that the following individual is hereby appointed Commissioner of Deeds for the term expiring December 31, 2012.

**City Employee**

Chad D. Frederick

***Seconded by***

Res No. 2

May 1, 2012

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Assistant to the City Manager

Subject: Approving the 2011-2014 Collective Bargaining Agreement  
Between the City of Watertown and the Watertown Professional  
Firefighters' Association

Negotiations have concluded between the City of Watertown and the Watertown Professional Firefighters Association for a successor contract to that which expired on June 30, 2011. The Professional Firefighters' Association presented the proposed contract to their membership for a vote last week. Association President Timothy P. Wiley has notified the City Manager's Office that the membership has ratified the proposed contract. The principle changes contained within the new contract are listed below:

- Term: Three year contract effective retroactively July 1, 2011 – June 30, 2014.
- Wage Increase: 2% effective retroactively July 1, 2011, 2% effective July 1, 2012 and 2% effective July 1, 2013 for all steps and grades in the Fire Pay Plan.
- At the end of the calendar year, members of the bargaining unit may elect to sell up to five unused leave days to the City's 457 deferred compensation plan.
- All employees of the Fire Department hired after April 1, 2012 will be covered under Tier VI for New York State retirement benefits, until such time as a new tier is established by the NYS Retirement System, at which time the new employees will be covered under the new tier.
- Step-family is now included in the immediate family listed under bereavement leave.
- Increase in prescription co-pays; incentivizing use of generic prescriptions.

A resolution approving the terms of the contract has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving the 2011-2014 Collective Bargaining Agreement Between the City of Watertown and the Watertown Professional Firefighters' Association

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

Total .....

YEA	NAY

**Introduced by**

WHEREAS the 2009-2011 Employment Contract between the City of Watertown and the Watertown Professional Firefighters' Association expired on June 30, 2011, and

WHEREAS negotiations between the City of Watertown and the Watertown Professional Firefighter's Association have concluded for a successor contract

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

BE IT FURTHER RESOLVED that Mayor Jeffery E. Graham and City Manager John C. Krol are hereby authorized and directed to execute this Agreement on behalf of the City.

**Seconded by**



**WATERTOWN PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
I.A.F.F. LOCAL 191  
P.O. BOX 508  
WATERTOWN, NEWYORK 13601**

Timothy Wiley  
President

Patrick Wiley  
Vice-President

Michael Kellogg  
Treasurer

Keith Grant  
Secretary

4/26/12

Mr. Kroll,

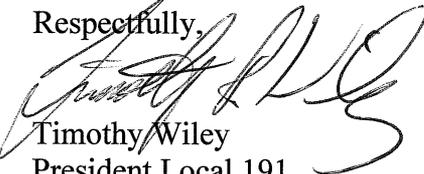
I am pleased to tell you that Local 191 has voted to pass the contract offer from the City that was negotiated with Mrs. Courriveau and her team. There was one change that was discussed with the union lawyer and Mr. Bob Slye regarding the 207A language. It was on page five, number three:

**“... the hearing officer shall issue a written recommendation to the city manager *and to the claimant or their representative*, based...”**

The bold section is what was added and agreed to by both counsels and is the language on which the union based their vote.

Thanks to you, the City's negotiating team, and the City Council for dealing with our union. When this contract ends it will mark just about 40 years that the City and local 191 have had negotiated agreements and not used arbitration.

Respectfully,



Timothy Wiley  
President Local 191





2011-2014

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN PROFESSIONAL  
FIRE FIGHTERS' ASSOCIATION,

LOCAL 191

PREAMBLE

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

WHEREAS the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the Watertown Professional Fire Fighters' Association, Local No. 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown, Federation of Labor met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Professional Fire Fighters, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor by adopting a resolution to this effect on January 8, 1968, and

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

RESOLVED that the City Council of Watertown, New York on behalf of the City of Watertown, New York, hereinafter referred to as the "City", and the Watertown Professional Fire Fighters' Association, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor, hereinafter referred to as the "Association", enter into this Agreement this \_\_\_\_\_ day of May 2012 as follows:

## ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive representative of all employees of the Fire Department as described herein: Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

## ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

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

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions.

SECTION 3. The City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Fire Department as described herein. Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

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

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

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

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

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

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

SECTION 10. Notwithstanding any other provision of this Contract, this Contract shall not apply to the Fire Chief and Deputy Fire Chief who are management's representatives in the Fire Department.

SECTION 11. The Union will make its best efforts to notify the City Manager's Office in writing of any changes in Union Officers within 30 days of the change.

### ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this Agreement shall be for the period July 1, 2011 through June 30, 2014.

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

SECTION 3. In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as established by and for the department.

ARTICLE 4 - COMPENSATION

SECTION 1.

a. The City shall continue to provide a separate Fire Pay Plan. The rate of compensation for the positions of Fire Fighter, Fire Captain and Battalion Fire Chief shall be as provided in the attached Schedules A, B and C.

Schedule A (Pay Plan for FY 2011-12) reflects a 2% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2010-11.

Schedule B (Pay Plan for FY 2012-13) reflects a 2% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2011-12.

Schedule C (Pay Plan for FY 2013-14) reflects a 2% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2012-13.

b. In addition to the Pay Plan described in "a" above, the City agrees to continue a Longevity Payment Plan in the following amounts:

(1) beginning at the end of six years of service in the Fire Department a payment of Three Hundred and Fifty Dollars (\$350).

(2) beginning at the end of twelve years of service in the Fire Department a payment of Seven Hundred Dollars (\$700).

(3) beginning at the end of eighteen years of service in the Fire Department a payment of One Thousand and Fifty Dollars (\$1,050).

Payments for longevity shall become effective July 1, 1985. Amounts paid under the longevity plan shall be in addition

to the regular salary and shall not be used in determining the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

c. Employees hired after December 7, 1993 shall not be afforded the benefit of earning longevity payments as specified in Paragraph b. of this section.

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

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

b. Assignment to duty under this Section shall be in accord with the following:

(1) The man scheduled to replace an officer on a predetermined schedule shall be a person standing on a current eligible list, if one exists.

(2) In case of an emergency involving any one day, a man shall be picked from the working shift who is on an eligible list.

(3) In case there is no person on an eligible list working the day of the emergency, the Fire Chief shall pick a person at his discretion.

SECTION 4. Effective upon signing of this contract, at retirement a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a

member receives the benefit from the State Retirement System outlined under Article 9, Section 4(2) of this contract, he shall not be eligible to receive cash for unused sick leave as described in this Section.

#### ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. a. All fire fighting personnel shall work 40 hours per week or a 10 hour day and 14 hour night shift basis. Such schedule shall be averaged over a twelve-week cycle as detailed in the attached Schedule B except that time off to accomplish the 40 hour week average shall be done by assignment.

b. Any time off that develops from the 40 hour work week average principle shall not be used as a basis for equivalent payment in cash.

SECTION 2. The time of shift change shall be commensurate with Sections 1 and 2 but wherever practicable, the shift change shall occur at 8:00 a.m. year around.

SECTION 3. a. Overtime work shall be paid for all time worked in excess of regular scheduled hours at the rate of time and a half. When a Fire Fighter is called in outside his regular scheduled shift, he shall be guaranteed two hours pay at the applicable rate.

b. All accumulation of overtime, call-back time, holiday pay, and acting out of rank pay shall be paid bi-weekly.

SECTION 4.a. In the event a member is called to duty to cover for a manpower shortage because of illness or other emergency, whenever possible, the member shall be notified of this need at least 24 hours prior to the time he is to report. All members of the Fire Department shall be subject to recall in the event of serious emergencies brought about by fire or natural disaster.

Section 4b. Whenever manpower drops below 14 men, excluding the Battalion Chief, a member or members shall be called in to cover the shortage to bring the strength to at least 14. This member, or these members, shall be of equal rank whenever possible with the man or men they replace.

SECTION 5.a. A copy of all work schedules and monthly time sheets shall be furnished by the City to the designee of the President of the Association no later than the 20th of the preceding month. Once established, work schedules will be strictly adhered to except in extreme emergency situations.

b. The schedule which is worked in the Fire Department presently, of which the schedule card printed yearly by the Association is a copy, shall be the official work schedule for members of the Fire Department.

SECTION 6. Members shall be allowed to exchange tours of duty or days off with prior written notice of three days with members of equal rank and/or members who normally serve in acting rank. All non-emergency requests to exchange tours of duty shall be in writing, signed by both employees. In case of personal emergency, the prior notice of three days may be waived, however written agreement will be provided within 10 days. The application of this Section shall be Department-wide, without regard to engine house.

SECTION 7. In event of a fire watch of long duration, the City shall provide reasonable periodic relief for a company stationed at the fire watch so that no company must remain on duty in excess of four (4) consecutive hours in a twelve-hour period.

SECTION 8. Pumper companies shall not go below three (3) men at any time for duties other than fire fighting. The ladder company shall not go below three (3) at any time for duties other than fire fighting; rescue company shall not go below two (2). At no time shall there be less than eleven (11) men available for first alarm responses.

## ARTICLE 6 - LEAVE

### SECTION 1. ANNUAL LEAVE

(a) Each employee who holds a provisional, probationary or permanent appointment shall earn annual leave with pay according to the following schedule:

Leave Credit	Length of Service
16 days vacation per year	1 through 5 years inclusive
21 days vacation per year	6 through 10 years inclusive
24 days vacation per year	11 through 15 years inclusive
29 days vacation per year	16 through 20 years inclusive
32 days vacation per year	21 or more years

"Days" as used above means calendar days.

(b) The City will schedule annual leave so as to allow a maximum number of six (6) line personnel, excluding Battalion Chief to be off during any one period. The selection of Fire Captains and Fire Fighters to be off shall be governed solely by seniority.

(c) Members of equal rank and/or members who normally serve in acting ranks shall be allowed to exchange portions of their vacations as they so desire provided that the members who desire to make this change shall notify the Chief of the Department at least 30 days prior to the date of exchange. The portion to be exchanged shall not exceed sixteen (16) days.

(d) Employees shall use their annual leave each year in the year earned. However, employees may carry over from one calendar year to the next up to a maximum of five (5) leave days if they so wish.

(e) If a member has a carryover from one to five days annual leave from the preceding calendar year, he may use that leave in units of one or more days at a time, up to a maximum of five days, provided that manpower strength is sufficient during the requested time off and the request is submitted after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the unused leave shall be paid at the current rate of pay of the employee. Such payment shall not exceed five days and may also be put into the City's 457 deferred compensation plan.

(f) A member of the Fire Department may, at the time he chooses his vacation, set aside five (5) days he may use in units of one or more at a time, provided

manpower strength is sufficient during the requested time off and the request is submitted in writing after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the annual leave shall, as the employee wishes, either be carried over to the next year or paid at the current rate of the employee, such carryover time or pay shall not exceed five (5) days.

(g) In the event a member is required to take his vacation prior to his anniversary date, he shall be granted the balance of his earned leave as soon after reaching his anniversary date as practical.

(h) Members of the Watertown Fire Department shall be allowed to split their vacations and shall be limited to (3) picks. When a member elects to split his vacation, he shall be given his first choice according to his standing on an updated seniority list. He shall not make a second or third selection until all other members of the Fire Department have made their first or if relevant, second selection.

(i) The individual notification and explanation of vacation time options to members shall be in writing to the member upon the request of the member.

(j) Upon retirement, resignation with two weeks written notice to the City, when an employee is separated from City service through no fault of his own, or in case of an employee's death, the employee, or his beneficiary in case of death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such manner as not to disrupt administrative pay procedures.

(k) The City Manager is authorized to make adjustments in individual cases within the keeping of the general policies on annual leave stated here. He is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.

(l) Vacation shall be governed by seniority. All options available shall be fully explained to the employee

at the time he is contacted concerning the vacation schedule.

(m) Vacation schedules shall be posted on the bulletin board at each engine house at least fifteen (15) days prior to the beginning of the first vacation period.

(n) A copy of the completed vacation schedule for the year shall be furnished to the Association at least fifteen (15) days prior to the start of the first vacation period.

(o) The vacation schedule shall include the full twelve months of the year with all months available to members according to seniority.

## SECTION 2. HOLIDAYS

(a) Unit employees shall be entitled to observe legal holidays off duty with pay. Holidays covered are:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

(b) All members of the Watertown Fire Department shall be paid for 11 holidays whether worked or not. The rate for holiday pay shall be the member's regular hourly rate of pay computed on a 40 hour work week multiplied by 8 hours. In no event shall members be paid more than double pay for a holiday.

## SECTION 3. SICK LEAVE

(a) Employees shall be entitled to earn a credit of one day sick leave each calendar month or fraction thereof worked by the employee.

(b) Sick leave credits shall be considered in full days only and are cumulative to a maximum of 180 work days.

(c) Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five days per week and then against vacation

time.

(d) Sick leave herein provided for shall not apply to any disability when covered by the Workers' Compensation Law.

(e) In the case of an illness which may extend beyond the leave time earned by and available to an employee, the City Manager may grant an extension of sick leave at half pay not exceeding 180 days after approval by the City Council.

(f) Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulated sick leave, but may be consumed only through absence caused by illness.

(g) Sick leave is defined to mean absence from duty of an employee because of illness, injury and/or exposure to contagious disease. Sick leave with pay is not allowed for absence from duty on account of illness or injury purposely inflicted or caused by willful misconduct.

(h) If absence for illness or injury extends beyond a period of one week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the department head or the City Manager. Additional certificates may be required in cases of prolonged illness.

(i) The department head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

(j) Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one year from that date. Employees are entitled to due process.

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

must be presented for this provision to be effective.

(1) Members who are on sick leave shall be charged with sick leave only for the actual duty days they missed during the actual period of illness. A record of accumulated leave time and accumulated compensatory time shall be made available at least once a year to each member. This record shall include time accumulated and used. A copy of the record shall be available, upon request, to each employee and to the Association.

#### SECTION 4. BEREAVEMENT LEAVE

The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

#### SECTION 5. UNION LEAVE

(a) Members of the Association who are designated by the Association to represent it at conventions of the New York State Fire Fighter's Association, legislative conferences of the New York State Fire Fighters' Association, seminars and regional meetings sponsored by the International Association of Fire Fighters and the New York State Fire Fighters' Association shall be granted the time necessary to attend these functions without charge to leave time at the rate of four (4) members on each occasion. Said designation shall be in writing and provided to the City Manager by January 1<sup>st</sup> of each year. This release time with pay shall not exceed 56 duty days per year. In no case shall a member be absent for union affairs without prior three (3) day written notice to the Fire Chief with a copy to the City Manager.

(b) Union representative shall notify the scheduling Officer by the 15th of the preceding month of needed time off, except under extreme emergency situations.

#### SECTION 6. MATERNITY/ADOPTION LEAVE

(a) The City agrees to provide that employees who become pregnant may continue working as long their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six months of the granting of unpaid maternity leave.

(b) In unusual circumstances and in the best interest of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve months. In such cases, the request for extension must be in writing to the department head and/or the City Manager supported by a physician's statement. On the advise of the department head, the City Manager may approve the extension.

(c) The City agrees to provide that an employee who is adopting a child of five years of age or less can be granted a leave of absence for a period not to exceed six months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay status. The employee shall have the right to be reinstated to a position of equivalent pay within six months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty business days of when leave is to commence.

#### SECTION 7. LEAVE OF ABSENCE WITHOUT PAY

In the event a leave of absence for illness is requested, the employee shall make application in writing to the department head and/or City Manager. The application shall be accompanied by a certificate from the employee's attending physician, describing the employee's condition with recommendation regarding the case. On advise of the department head, the City Manager may approve the application.

## SECTION 8. FAMILY AND MEDICAL LEAVE ACT

Pursuant to the Family and Medical Leave Act of 1993, eligible employees who request unpaid, job protected family or medical leave must first exhaust all accrued vacation or sick leave.

## SECTION 9. GENERAL

(a) Vacation and sick leave reports must be filed with the City Manager's Office at the beginning of each month by each department head showing the absences from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty days from the date of filing, unless approved by the Office of the City Manager.

(b) A seniority-in-service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first day of each month when necessary. The seniority in service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

(c) An employee who voluntarily vacates his/her position, except on leave of absence or ill health, and subsequently re-enters City service, shall be considered a new employee.

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

## SECTION 10. JURY DUTY

(a) Employees shall be granted leave with regular pay and benefits when they are required to report for jury duty during their regularly scheduled duty time.

(b) An employee must notify his immediate supervisor no later than his first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the office of the Fire Chief.

(c) The City shall have the right to seek a waiver from jury duty on behalf of the employee.

(d) Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the court.

(e) If the Fire Chief or his designee determines, in the best interest of the City, that the employee is unable to perform his or her duties as a result of jury duty, he may, in his sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

#### ARTICLE 7 - SENIORITY

SECTION 1. The City shall establish a seniority list and it shall be brought up to date on a quarterly basis. A copy of the seniority list will be provided to the Union on a quarterly basis for their review.

SECTION 2. The Fire Department shall establish a list annually of the men available for call-back time, which list shall establish the order of call-back.

#### ARTICLE 8 - GRIEVANCE PROCEDURES

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

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

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided for that purpose in the engine houses of the Fire Department.

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

SECTION 5.a. DEFINITIONS As used herein, the following terms shall have the following meanings:

1. "Government" or "Employer" shall mean the City of Watertown.

2. "Public Employee" or "Employee" shall mean any person directly employed and compensated by the City government, except members of the City Council and City Judges.

3. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.

4. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the Fire Department and shall be applicable to all provisions of this Agreement, excluding salaries.

b. BASIC STANDARDS AND PRINCIPLES

1. Every public employee shall have the right to present his grievances to his employer in accordance with this Article, free from interference, coercion, restraint,

discrimination or reprisal, and the grievance procedure established under this Article shall provide the right to be represented at any or all stages thereof if the employee so chooses.

2. It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.

3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be deemed necessary to give effect to the provisions of this Article.

#### C. GRIEVANCES, PROCEDURAL REQUIREMENTS, APPEALS

1. The first procedural stage shall consist of the employee's presentation of his grievance to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) work days, at the first stage, such employee may proceed to the second stage.

2. The second procedural stage shall consist of a request by the aggrieved employee, if he wishes, for a review and determination of his grievance by the department or agency head. In such case, the aggrieved employee and his immediate supervisor shall each submit to the head of the department or agency concerned a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such department or agency head shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of these grievance procedures, his representative, if he elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him by the employee.

3. If the employee so requests, a third procedural step shall be held which shall consist of a request for a review and determination of his grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) work days of the date the grievance was presented to the City Manager.

4. If the grievance is not resolved through these steps as outlined in Paragraphs 1, 2 and 3 of this section, either party may then request the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this Agreement. The Arbitrator shall have no right to add or to subtract from the Agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

SECTION 6. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a Board and through the procedures as provided under the Act.

SECTION 7. At the option of the member, whenever a member is called to the Fire Chief's Office, he may be accompanied by a union representative if the member so wishes.

SECTION 8. Failure of the member to initiate a grievance within thirty (30) days of the event giving rise to the grievance or the Association president's knowledge of the event, whichever is later, precludes the member and the Association from instituting a grievance.

SECTION 9. Any disputes arising from the administration and/or interpretation of this Agreement will be first addressed through the procedures contained within this Article. Both parties agree that this provision shall be binding on their respective members.

#### ARTICLE 9 - RETIREMENT

SECTION 1. The City agrees to provide the

State Non-Contributory Retirement Plan for Firemen generally termed the 1/60th non-contributory plan.

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

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

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

(1) World War 1 veterans' service credit under Section 341, sub-division k.

(2) Allowance for unused sick leave credit under Section 341, sub-division j.

(3) Guaranteed ordinary death benefit under Section 360-b.

(4) The twelve-month final average salary provision for computation of retirement benefits under Section 302, sub-division 9d.

SECTION 5. The City agrees in addition to the retirement benefits provided under Sections 1,2,3 and 4 above to provide for Firemen the benefits under the New York State Policemen's and Firemen's Retirement System:

(1) Twenty-year retirement under Section 384-d.

(2) Non-contributory improved career plan under Section 375-i.

SECTION 6. All employees who join the NYS Retirement System on or after April 1, 2012 will be covered by Tier VI benefits, until such time as a new Tier is established by the NYS Retirement System, at which time new employees will be covered under the new Tier.

#### ARTICLE 10 - GROUP HOSPITALIZATION

SECTION 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Watertown Professional Fire Fighters Association, Local 191, dated April 21, 1992.

a. Health Insurance Premium Payments shall be twelve (12%) percent of the premium costs effective January 1, 2007. The duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:

- i. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
- ii. Effective October 1, 2004, employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which amount shall be the same amount that active employees are obligated to pay which has been the City's past practice.

b. Such retired employee, at his or her option, may choose, single or family coverage or whatever other coverage options are then available to City Employees.

#### SECTION 2.

a. Effective October 9, 1997, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Add Usual, Customary and Reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail order pharmacy coverage to existing prescription drug claim benefits; and third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

b. Effective October 1, 2004, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Amendment to prescription drug claim co-payments; add mandatory pre-certification of inpatient admissions language to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

c. Effective January 1, 2007, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Amendment to prescription drug claim co-payments; amendment to plan deductible; amendment to doctor visit co-payments. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

d. Effective July 1, 2012, a 30-day retail per prescription co-pay for prescription drugs shall be five dollars (\$5.00) for generic drugs, twenty dollars (\$20) for preferred brands and thirty-five dollars (\$35) for non-preferred brands. Additionally, a mail order pharmacy option shall be provided which will allow purchase of maintenance prescription drugs with a co-pay of \$5.00 for generic drugs and \$15.00 for brand name prescription drugs.

The Union and the City agree that CanaRx Prescription Program warrants further investigation as to the possible savings for the Health Insurance Plan and during the term of this Agreement will work with the Health Insurance Committee to review the benefits of this program.

e. Effective July 1, 2012, Doctor visit co-pay \$7 in-network; \$15 out-of-network.

SECTION 3. For employees hired after October 9, 1997, the City's obligation to pay the health insurance premium shall cease when the employee becomes eligible for Medicare or dies, whichever comes first.

SECTION 4. For employees hired after October 9, 1997, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

SECTION 5. A Section 125 Plan shall be offered to employees to provide for employee health care expenses and child care expenses.

SECTION 6. Deferred Compensation. Individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and convert them into the City's 457 Plan.

Section 7. - Health Insurance Buy-Out. There shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having

coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes. Payment of this annual buy-out will be made on a bi-weekly basis. Amounts paid for the Health Insurance Buy-out shall not be used in determining the employee's regular rate of pay.

Section 8 - The Union wants to offer members the opportunity to obtain and pay for a Dental/Vision plan. The City agrees to, to the extent authorized by law, run payments for this through the City's 125 cafeteria plan. The cost for this Dental/Vision coverage shall be fully paid by employees, with no contribution by the City, now or in the future.

#### ARTICLE 11 - UNIFORMS

Section 1.a - The City incorporated a \$556 clothing allowance into the pay scale for Fire Fighters and a \$553 clothing allowance into the pay scale for Captains and Battalion Fire Chiefs in 2001. Such clothing allowance shall be used for the purchase and maintenance of uniforms as specified in Paragraph b of this section, exclusive of turnout coats, helmets, hoods, gloves, bunker pants, bunker boots, and turnout boots, which shall be provided by the City as needed.

b. The City shall be responsible for initial uniform acquisitions for any employee covered by this agreement. Such initial uniform acquisition shall include the following articles:

- 3 work shirts short
- 3 work shirts long
- 3 work pants
- 1 dress uniform
- 1 dress tie
- 1 reefer coat
- 1 pair dress shoes
- 1 uniform hat
- 1 uniform hat badge
- 1 coat badge
- all turn out gear
- 1 work jacket

c. The City shall designate the vendor and establish the price of each uniform item through competitive bidding in accordance with Section 103 of the General Municipal Law. In the preparation of specifications for the items of uniform the City agrees to seek the advice and suggestions of the Fire Fighters Association.

d. Each employee shall be responsible to maintain his uniform in a suitable and appropriate fashion. Noncompliance with this section shall be the determination of the Fire Chief and shall be subject to appropriate disciplinary action.

e. Uniform articles that are normally purchased through the clothing allowance will be replaced by the City if damaged in any way while in the course of duty. Such uniform articles shall not be replaced by the City for normal wear and tear.

#### ARTICLE 12 - DUTIES IN GENERAL

SECTION 1. Members shall perform normal everyday housecleaning duties, including the cleaning and maintenance of fire apparatus.

SECTION 2. Members of the Association shall be required to do interior or exterior routine maintenance to the facilities to which they are assigned. Routine maintenance shall be defined as the daily upkeep necessary to keep the premises in a state of good repair.

SECTION 3. Members assigned to temporary duty at other engine houses shall report as scheduled for duty with their uniform work clothes and personal provisions. It shall be the responsibility of the Fire Department to ensure that members assigned to this temporary duty are provided with their regular fire fighting equipment and bed linen.

SECTION 4. Members assigned to regular inspection duty or other regular duties within the Fire Prevention Bureau shall not be assigned to these duties under intemperate weather conditions such as heavy rain, heavy snow squalls, or outside temperatures below 15 degrees. In the event of emergency requiring inspection, this provision is not applicable for the time of emergency.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

SECTION 1. The officials representing the City and the Association shall acknowledge any correspondence in writing within five (5) days of the date of the receipt of such correspondence.

Section 2. The City will make its best efforts to fill promotional vacancies within 30 days of receiving a certified list of eligibles for the position.

SECTION 3. Members of the Association shall be given a copy of any report which is to become a part of the member's permanent personnel record. Such reports shall include, but not be limited to, injury reports, sick reports, and any report which might be used by the City in any future disciplinary proceedings. A copy of all such reports shall be made available to the Association upon request.

SECTION 4. The City shall furnish all major appliances such as stoves and refrigerators required for the cooking and storing of food in the engine houses.

SECTION 5. When employees of the Fire Department are engaged in any duty other than actual fire fighting, the normal work day shall be from 8:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 4:30 p.m. No duties other than actual firefighting, training or code enforcement shall be performed after 5:00 p.m. Such code enforcement shall not include general company inspections after 4:30 p.m. and will only be authorized if available manpower exceeds fourteen (14) men, excluding the Battalion Chief.

SECTION 6. Employees of the Fire Department shall observe the holiday schedule on Sundays and on all holidays as designated in the Leave Rules. Such schedule shall exclude employees from performing duties other than normal housework and responding to fire alarms and fighting fires.

SECTION 7. The City shall provide a copy of all directives affecting working conditions or terms of employment of the members of the Association to the Association.

SECTION 8. The City shall defend or pay any settlement of claim against an employee of the Department arising from his or her performance as an employee of the Department, as long as an employee is operating within the scope of his or her employment.

SECTION 9. Officials of the Association shall be allowed to leave their respective engine houses while on duty for the purpose of conducting regular monthly and special membership meetings of the Association at No. 1 Engine House. Officials of the Association will remain in an "on duty" status while at these meetings at No. 1 Engine House.

On occasion, when it is deemed necessary, two outside engine companies shall be permitted to proceed to No. 1 Engine House for the purpose of attending special and regular meetings of the Association. These engine companies will remain in an "on duty" status while at No. 1 Engine House, and will respond to emergency calls as required.

SECTION 10. When a fire company is detailed for duty at a fair, circus, or other similar event, the maximum time that any one company remains on duty at such event shall not exceed four (4) hours.

SECTION 11. The City agrees to repair or replace as the situation may require, eye glasses and dentures of a member if these articles are lost, broken, damaged, or destroyed in the line of duty.

SECTION 12. All general and special orders of the Department shall be in writing and signed by the appropriate officer. All administrative verbal orders shall be reduced to writing within seventy-two hours. Such orders shall be signed and posted on station bulletin boards for a period of not less than thirty (30) days.

SECTION 13. It is agreed by and between the parties hereto that this agreement may be re-opened for the purpose of considering any new matters and issues which may arise during the life of the contract.

SECTION 14. All engine houses shall have telephones available for the purpose of making and receiving outside calls.

SECTION 15. Effective July 1, 1987 the City shall make available a Five Thousand Dollar (\$5,000) bonus retirement plan for employees within the department who have twenty (20) years of time in the New York State Fire Retirement System. Every employee who reaches his or her 20th year in the Retirement System shall also be entitled to take advantage of this Five Thousand Dollar (\$5,000) bonus plan. For the purposes of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Fire Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

1st Year	\$5,000
2nd Year	\$4,000
3rd Year	\$3,000

#### ARTICLE 14 - SAFETY AND TRAINING PROGRAM

SECTION 1. In addition to the in-service training program presently conducted by the Fire Department, the City agrees to provide tuition payments for fire-related training given at the Jefferson Community College or other established institution of higher learning, beyond high school and vocational school, up to a maximum of fifteen men per fiscal year, with a limit of no more than one training course per man per fiscal year; except if there are openings unfilled in the second half of the year; additional courses per man may be allowed within the maximum number of fifteen per year. The City shall not be required to call in men to substitute or pay acting out of rank pay for members while attending classes. In addition, the training and tuition must be approved in advance by the Fire Chief and the City Manager.

SECTION 2. The City shall pay any tuition or related costs to members undergoing training for the purpose of acquiring or renewing Emergency Medical Technician (EMT) certificates. Any employee assigned to the emergency rescue company must be EMT certified.

SECTION 3. Effective July 1, 2007, the City will pay \$300.00 annually to those employees who receive and maintain their Emergency Medical Technician (EMT) certification. Payments will be made in July of each year,

to those members that hold their EMT certification  
effective July 1st.

SECTION 4. Physical Standards - To provide for a more physically fit workforce, the City desires to implement physical fitness standards within one year of the signing of this agreement. To accomplish this goal, the parties agree to immediately open negotiations limited to the establishment of such physical standards, such that the terms and conditions of employment related to such standards can be agreed upon prior to their implementation. The parties further agree that if they are unable to reach an agreement regarding the physical standards and/or the terms and conditions of employment related to physical standards, in the timeframe described above, neither party has the right to mediation or arbitration on this issue.

ARTICLE 15 - STATE LAW REQUIREMENT

SECTION 1. "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

WATERTOWN PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION,  
LOCAL NO. 191

CITY OF WATERTOWN  
NEW YORK

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

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

By: \_\_\_\_\_  
Timothy P. Wiley,  
President

By: \_\_\_\_\_  
Jeffrey E. Graham  
Mayor, City of Watertown

SCHEDULE A

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN - TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 - F14  
 EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER*	F6	43,060	44,944	46,923	49,003	51,186	53,474
FIRE CAPTAIN **	F10	50,696	52,962	55,349	57,843	60,471	63,227
BATTALION FIRE CHIEF**	F14	60,471	63,227	66,122	69,164	72,355	75,711

\* A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\* A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2  
 HOURLY RATES OF PAY FOR GRADES F6 - F14

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

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	20.70	21.61	22.56	23.56	24.61	25.71
FIRE CAPTAIN	F10	24.37	25.46	26.61	27.81	29.07	30.40
BATTALION FIRE CHIEF	F14	29.07	30.40	31.79	33.25	34.79	36.40

LONGEVITY PAYMENTS:

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

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 - F18  
EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	20.87	21.78	22.73	23.73	24.78	25.88
FIRE CAPTAIN	F10	24.54	25.63	26.78	27.98	29.24	30.57
BATTALION FIRE CHIEF	F14	29.24	30.57	31.96	33.42	34.96	36.57

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 - F18  
EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	21.04	21.95	22.90	23.90	24.95	26.05
FIRE CAPTAIN	F10	24.71	25.80	26.95	28.15	29.41	30.74
BATTALION FIRE CHIEF	F14	29.41	30.74	32.13	33.59	35.13	36.74

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 - F18  
EFFECTIVE JULY 1, 2011

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	21.20	22.11	23.06	24.06	25.11	26.21
FIRE CAPTAIN	F10	24.87	25.96	27.11	28.31	29.57	30.90
BATTALION FIRE CHIEF	F14	29.57	30.90	32.29	33.75	35.29	36.90

SCHEDULE B

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN - TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 - F14  
 EFFECTIVE JULY 1, 2012

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER*	F6	43,921	45,843	47,861	49,983	52,210	54,544
FIRE CAPTAIN **	F10	51,710	54,021	56,456	59,000	61,681	64,491
BATTALION FIRE CHIEF**	F14	61,681	64,491	67,444	70,547	73,802	77,226

\* A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\* A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2

HOURLY RATES OF PAY FOR GRADES F6 - F14

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

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	21.12	22.04	23.01	24.03	25.10	26.22
FIRE CAPTAIN	F10	24.86	25.97	27.14	28.37	29.65	31.01
BATTALION FIRE CHIEF	F14	29.65	31.01	32.43	33.92	35.48	37.13

LONGEVITY PAYMENTS:

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

TABLE 3  
 LONGEVITY TABLE \$350.00  
 ANNUAL RATES OF PAY FOR GRADES F6 - F18  
 EFFECTIVE JULY 1, 2012

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	21.29	22.21	23.18	24.20	25.27	26.39
FIRE CAPTAIN	F10	25.03	26.14	27.31	28.54	29.82	31.18
BATTALION FIRE CHIEF	F14	29.82	31.18	32.60	34.09	35.65	37.30

TABLE 3  
 LONGEVITY TABLE \$700.00  
 ANNUAL RATES OF PAY FOR GRADES F6 - F18  
 EFFECTIVE JULY 1, 2012

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	21.46	22.38	23.35	24.37	25.44	26.56
FIRE CAPTAIN	F10	25.20	26.31	27.48	28.71	29.99	31.35
BATTALION FIRE CHIEF	F14	29.99	31.35	32.77	34.26	35.82	37.47

TABLE 3  
 LONGEVITY TABLE \$1050.00  
 ANNUAL RATES OF PAY FOR GRADES F6 - F18  
 EFFECTIVE JULY 1, 2012

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	21.62	22.54	23.51	24.53	25.60	26.72
FIRE CAPTAIN	F10	25.36	26.47	27.64	28.87	30.15	31.51
BATTALION FIRE CHIEF	F14	30.15	31.51	32.93	34.42	35.98	37.63

SCHEDULE C

CITY OF WATERTOWN, NEW YORK  
 FIRE PAY PLAN - TABLE 1  
 ANNUAL RATES OF PAY FOR GRADES F6 - F14  
 EFFECTIVE JULY 1, 2013

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER*	F6	44,799	46,760	48,819	50,982	53,254	55,635
FIRE CAPTAIN **	F10	52,744	55,102	57,585	60,180	62,914	65,781
BATTALION FIRE CHIEF**	F14	62,914	65,781	68,793	71,958	75,278	78,770

\* A \$556 clothing allowance has been incorporated into the salary schedule for this position.

\*\* A \$553 clothing allowance has been incorporated into the salary schedule for this position.

TABLE 2

HOURLY RATES OF PAY FOR GRADES F6 - F14

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

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
FIREFIGHTER	F6	21.54	22.48	23.47	24.51	25.60	26.75
FIRE CAPTAIN	F10	25.36	26.49	27.69	28.93	30.25	31.63
BATTALION FIRE CHIEF	F14	30.25	31.63	33.07	34.60	36.19	37.87

LONGEVITY PAYMENTS:

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

TABLE 3  
LONGEVITY TABLE \$350.00  
ANNUAL RATES OF PAY FOR GRADES F6 - F18  
EFFECTIVE JULY 1, 2013

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	21.71	22.65	23.64	24.68	25.77	26.92
FIRE CAPTAIN	F10	25.53	26.66	27.86	29.10	30.42	31.80
BATTALION FIRE CHIEF	F14	30.42	31.80	33.24	34.77	36.36	38.04

TABLE 3  
LONGEVITY TABLE \$700.00  
ANNUAL RATES OF PAY FOR GRADES F6 - F18  
EFFECTIVE JULY 1, 2013

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	21.88	22.82	23.81	24.85	25.94	27.09
FIRE CAPTAIN	F10	25.70	26.83	28.03	29.27	30.59	31.97
BATTALION FIRE CHIEF	F14	30.59	31.97	33.41	34.94	36.53	38.21

TABLE 3  
LONGEVITY TABLE \$1050.00  
ANNUAL RATES OF PAY FOR GRADES F6 - F18  
EFFECTIVE JULY 1, 2013

CLASS TITLE	GRADE	YEARLY STEP					
		A	B	C	D	E	F
FIREFIGHTER	F6	22.04	22.98	23.97	25.01	26.10	27.25
FIRE CAPTAIN	F10	25.86	26.99	28.19	29.43	30.75	32.13
BATTALION FIRE CHIEF	F14	30.75	32.13	33.57	35.10	36.69	38.37

Exhibit “B” – Section 207-a Procedures with Appendix

CITY OF WATERTOWN SECTION 207-a PROCEDURES

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CITY OF WATERTOWN SECTION 207-a PROCEDURES

Article I – Definitions:

- (a) Benefits. The regular salary or wages, of any part thereof, and the medical treatment and hospital care expenses payable to or on behalf of an eligible claiming pursuant to New York General Municipal Law Section 207-a (“Section 207-a”).
- (b) Claimant. Any City of Watertown firefighter applying for benefits under Section 207-a.
- (c) Disability. The inability of a claimant to perform his or her regular duties in the City of Watertown Fire Department due to injuries sustained in the performance of those duties or due to sickness resulting from the performance of those duties.
- (d) Fire Chief. The Fire Chief of the City of Watertown.
- (e) Administrator. The individual or company designated by the City of Watertown as holding this title.
- (f) Business Days. Monday through Friday, excluding holidays.

Article II – Construction, Separability, and Compliance

- (a) If any provision of these procedures shall be held wholly or partially invalid or inapplicable to any person or situation, all other provisions of these procedures shall nonetheless remain fully effective. Furthermore, an provision held to be invalid with respect to any particular person or situation shall not serve to invalidate that provision with respect to other persons or situations.

- (b) These procedures shall in no way be construed to limit or otherwise affect any requirements for receiving benefits that are not covered herein, whether those requirements are imposed by statute, regulation, or court decision.
- (c) The failure of any claimant to comply with provisions of Section 207-a and these procedures may result in the delay of approval or denial of benefits.

Article III – Application Procedures for Section 207-a Benefits.

(a) Filing of C-2 and Medical Authorization.

1. Within two (2) business days of an on-the-job incident causing injuries, an injured firefighter, or anyone acting on his behalf, shall file with the Fire Chief: (a) a completed current form denominated as an Employer’s Report of “Work-Related Accident or Occupational Disease” of the New York State Workers’ Compensation Board; and (b) a signed, fully completed, HIPPA-compliant Authorization for Release of Health Information as approved by the New York State Department of Health. The Fire Chief shall, within an additional two (2) business days, forward the same to the City Manager’s Office. The failure of the Fire Chief to comply with this provision shall not be used to prejudice or curtail any of the claimants’ rights under this Article, if the claimant has the receipt described in paragraph “4” of this Article.
2. The C-2 serves as an incident report, and shall contain, as additional information, names and addresses of witnesses to the injury-causing incident.
3. Any medical records provided to the City will be duplicated and provided to the firefighter, at the City’s expense, upon request.

4. The firefighter or his or her representative shall be entitled to a receipt signed by the Fire Chief upon the filing of the “Employer’s Report of Work-Related Accident or Occupational Disease” form and authorization for release of health information described above.

(b) Payment of Benefits Prior to Determination of Eligibility.

1. If a firefighter is disabled due to an alleged on-the-job incident and is thereby caused to miss work, and a form “Employer’s Report of Work-Related Accident or Occupational Disease” and authorization for health information have been filed with the Fire Chief within two (2) business days of the incident, the firefighter will receive all his or her benefits pursuant to Section 207-a including regular salary and wages from the first missed day of work. If a firefighter or his or her representative have not filed the required C-2 and medical authorization within two (2) business days of the incident, the firefighter will be considered to be on sick leave until such time as the C-2 and medical authorization are filed with the Fire Chief.
2. If a firefighter is ultimately determined to not be entitled to Section 207-a benefits, the City shall be entitled to recoupment of all Section 207-a benefits paid as set forth in Article IX of these procedures.
3. Payment of a claimant’s medical treatment and hospital care expenses shall not constitute an admission by the City of the claimant’s eligibility for 207-a benefits.

(c) Preliminary Determination by Administrator.

1. Within fourteen (14) calendar days of submission of the C-2 and medical authorization to the Fire Chief, the Administrator shall issue a preliminary

determination of eligibility. If the firefighter's Section 207-a claim is preliminarily denied, then, with ten (10) days of receipt of the Administrator's preliminary determination, the firefighter or any interested party may complete the claim for benefits (see Appendix A-2) form provided to the firefighter by the Administrator with the denial letter (see Appendix A-1) and then may submit it and a Request for Reconsideration and Hearing (see Appendix A-3) to the Administrator.

2. If the claim for Section 207-a benefits is preliminarily accepted by the Administrator, then the firefighter or his or her representative shall, within ten (10) days of receipt of the City's acceptance letter, complete and submit the form (see Appendix A-2) provided with the preliminary acceptance letter.
3. The forms to be completed and submitted by a firefighter, whether a claim is preliminarily denied, or accepted, shall be accompanied by a signed letter or certification of the firefighter's physician that the claimed injury or sickness is causally related to the firefighter's performance of duties. A completed form denominated as a "Doctor's Initial Report" for the NYS Workers' Compensation Board shall be sufficient for this requirement

(d) Hearing Procedures.

1. Within thirty (30) days of the firefighter's submission of the Request for Reconsideration and Hearing and submission of a physician's certificate or letter of C-4 to the Administrator as provided for in the previous paragraph, a hearing date will be agreed upon between the parties. A firefighter has the right to be represented by an attorney at the hearing. Unless impractical, the hearing will be

held within sixty (60) days of the firefighter's submission of the Request for Reconsideration and Hearing and submission of physician's certificate or letter or C-4.

2. The parties will select an independent hearing officer mutually agreed upon by the parties or their attorneys. If the parties cannot agree, then the parties shall jointly apply to PERB for a list of hearing officers from which a selection shall be made according to PERB rules.
3. Within thirty (30) days of the closing of the hearing record, the hearing officer shall issue a written recommendation to the City Manager, with a copy to the claimant's representative based upon his or her findings of fact, limited to the firefighter's eligibility to receive benefits under Section 207-a. Costs of the hearing shall be the sole responsibility of the City.
4. Within thirty (30) days of receiving the hearing record, findings of fact and recommendation of the hearing officer, the City Manager shall make a final determination of the firefighter's eligibility to receive benefits under Section 207-a. This final determination shall be in writing, and is reviewable pursuant to Article 78 of the CPLR.
5. If the firefighter prevails in an Article 78 Proceeding challenging the City Manager's determination, he or she is entitled to a reimbursement of attorneys' fees actually paid, not to exceed the amount of the attorneys' fees paid to the City's attorneys for defending the proceeding. Each party is entitled to disclosure sufficient to ensure the reasonableness of the attorney's fees charged.

Article IV – Authorities and Duties of the Administrator.

- (a) The Administrator shall have the sole and exclusive authority to make a preliminary determination as to whether a claimant is entitled to Section 207-a benefits. In making this decision, the Administrator shall examine the facts and circumstances of the case, evaluate the incident report and medical records provided pursuant to the claimant's authorization, and conduct such investigation as deemed necessary to preliminarily determine whether the claim should be paid under Section 207-a.
- (b) In making the preliminary determination, the Administrator shall have the authority to: (1) require the production of any book, document, or other record that pertains to the incident; (2) require the claimant to submit to one or more medical examinations; (3) require the attendance of the claimant and any other witness for testimony at any time upon reasonable notice; (4) require the claimant to sign forms for the release of medical information; and (5) employ any expert or specialist that may be helpful in reaching a determination upon a Section 207-a application.

Article V – Holiday Pay/Clothing Allowance/Vacation Days/Sick Leave.

- (a) For the first sixty (60) days while receiving benefits under Section 207-a, a firefighter will be eligible for holiday pay.
- (b) A Section 207-a eligible firefighter shall have his or her clothing allowance prorated in that year for the time worked.
- (c) A Section 207-a eligible firefighter's accumulated vacation days will be preserved, but no new days will be accumulated.

- (d) Sick leave days will be preserved unless it is determined that the employee is not entitled to Section 207-a benefits, at which time they will be applied to the City's recoupment of benefits paid as provided in Article IX. There will be no sick leave day accumulation while a firefighter is receiving Section 207-a benefits.

Article VI – Medical treatment, Reports and Payments.

- (a) Medical Treatment. The City may require any recipient of Section 207-a benefits to be attended for his or her injury or illness by a physician or physicians appointed by the City for this purpose in accordance with Section 207-a (1).
- (b) Medical Inspections. The administrator may, from time to time, require any claimant to submit to one or more examinations by a physician or physicians chosen by the City for this task.

Article VII – Disability Retirement Allowance and Pensions.

- (a) All claimants are entitled to file applications for “Retirement for Disability Incurred in the Performance of Duty” pursuant to Section 363-c of the New York Retirement and Social Security Law or, when applicable, for “Accidental Disability Retirement Allowances” pursuant to Section 363 of Retirement and Social Security Law or any similar accidental disability pension provided by the pension funds of which they are members.
- (b) The claimant will assist the City in making any applications necessary to obtain benefits described in the preceding paragraph.

Article VIII – Light Duty Assignments.

- (a) Firefighter may be assigned to light duty as provided in Section 207-a. Firefighter will be given written notice of their assignment to light duty by the Fire Chief. The Fire Chief shall notify the City manager when any employee of the Fire Department is assigned to light duty.

Article IX – Recoupment of Benefits Paid.

- (a) The City shall be permitted to recoup Section 207-a benefits paid when no timely request for a hearing is made after the Administrator’s preliminary determination denies Section 207-a eligibility. The City shall also be entitled to recoup Section 207-a benefits paid after a final determination by the City manager that the firefighter was not eligible for Section 207-a benefits and the firefighter does not seek Article 78 review. Finally, recoupment will be permitted against a firefighter after an Article 78 Proceeding adverse to the firefighter once all rights of appeal are exhausted or waived.
- (b) The recoupment of lost wage benefits will be first pursued through the firefighter’s sick leave.
- (c) If firefighter’s sick leave is insufficient, then recoupment of lost wage benefits shall next be sought through the firefighter’s vacation leave.
- (d) If the firefighter’s sick leave and vacation leave are insufficient for recoupment of lost wage benefits paid, the City has a right to recoupment through the following garnishing techniques after demand for payment and no tender of payment is forthcoming from the firefighter: (i) If the firefighter is still employed by the City, up

to 10% of their gross income may be garnished; (ii) For firefighters who are about to retire, their “close out” pay will be used toward satisfaction of Section 207-a recoupment obligations.

If the firefighter is covered by the City’s health insurance plan, recoupment of medical expenses shall first be sought from that plan.

Article X – Changes in the Condition of a Section 207-a Recipient.

- (a) It is acknowledged that any Section 207-a recipient should notify the Administrator of any change affecting eligibility for benefits. To that end, the City may require certification by the 207-a recipient and his or her physician as frequently as every six (6) months, that the recipient has been and continues to be disabled and has not engaged in employment prohibited by 207-a (6). If the City determines that any change of condition has occurred which enables the recipient to return to normal duties, the recipient shall be liable to the City for all 207-a benefits received on or after the date said change arose.

Article XI – Right to Review and Examination.

- (a) Firefighters receiving Section 207-a benefits shall submit to medical examination and inspections as requested by the Administrator. The number, time, place and manner of the medical examinations or inspections shall be reasonable. The City shall pay all costs associated with attending any medical exam required by the Administrator. For purposes of calculating such costs, the firefighter’s residence shall be considered the City of Watertown.

(b) Based upon the medical examinations and inspections, or other factual information coming to the knowledge of the City, the City may require a hearing to determine the firefighter's continued eligibility to receive Section 207-a benefits. Within thirty (30) days of such information being provided to the City or any authorized agent, the City shall notify by certified letter the 207-a recipient of its desire to hold such a hearing to contest continued eligibility or previous receipt of Section 207-a benefits.

#### Article XII – Occupational Disease.

Any occupational disease as defined in the New York State Workers' Compensation Law, which is causally related to a firefighter's duties, shall constitute a disability under Section 207-a. Firefighters who claim job-related injuries due to occupational disease must file a form "Employer's Report of Work-Related Accident or Occupational Disease" and if medical treatment is sought for such disease, an authorization for health information, within thirty (30) days of when he or she knew or should have known of the presence of the occupational disease. Any failure to file the C-2 and medical authorization as required by this paragraph, and to follow the procedures for the processing of a claim for Section 207-a benefits, shall be deemed a waiver of those benefits.

#### Article XIII – Exclusivity of Procedures.

These procedures are the sole exclusive procedures for determining a firefighter's eligibility for benefits under Section 207-a. As such, a firefighter shall have no right to challenge decision of the Administrator or City Manager regarding eligibility or continued eligibility for

207-a benefits under the grievance machinery included in any collective bargaining agreement to which the firefighter or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. The scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.

\_\_\_\_\_  
Timothy Wiley  
Union President, Local 191

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Nathaniel G. Lambright, Esq.  
Union Attorney

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
City Manager of the City of Watertown

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Robert J. Slye, Esq.  
Attorney for the City of Watertown

\_\_\_\_\_  
Dated:

## Appendix

- A-1 Preliminary Acceptance/Denial Letter
- A-2 Claim for Section 207-a Benefits
- A-3 Request for Reconsideration and Hearing
- A-4 Report of Exposure

Res No. 3

April 24, 2012

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Authorizing Re-adoption of the FY 2011-12 General Fund Budget

On April 16<sup>th</sup> City Council approved the expenditure of funds from the Alex T. Duffy Fairgrounds Stadium Repair Reserve Fund for the masonry repairs, locker room and office flooring replacements, and heater replacements at the City's stadium. Accordingly City Council should also re-adopt the Fiscal Year 2011-12 General Fund budget for these expenditures.

**RESOLUTION**

Page 1 of 2

Readopting Fiscal Year 2011-12  
General Fund Budget

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

YEA	NAY

***Introduced by***

WHEREAS on June 1, 2011 the City Council passed a resolution adopting the Budget for Fiscal Year 2011-12, of which \$38,023,157 was appropriated for the General Fund, and

WHEREAS on July 5, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$25,240 to pay the costs of the Symphony Syracuse concert, and

WHEREAS on August 1, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$45,150 to pay the costs of the change order to the contract with Bat-Con to reconstruct the J. B. Wise parking lot, and

WHEREAS on September 19, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$38,000 to pay for the purchase of a pick-up for the Department of Public Works' roads maintenance department, and

WHEREAS on October 24, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$56,073 to reflect the modified organizational structure of the Parks and Recreation Department and the related appropriations for certain departmental expenditures, and

WHEREAS on April 2, 2012 the City Council re-adopted the General Fund Budget to increase appropriations by \$23,856 to reflect to reflect the purchase of a replacement police vehicle and

WHEREAS on April 16, 2012 the City Council authorized spending up to \$53,000 from the Alex T. Duffy Fairgrounds Stadium Repair Reserve Fund for the masonry repairs, locker room and office flooring replacements, and heater replacements at the City's stadium and,

WHEREAS the FY 2011-12 General Fund Budget needs to be re-adopted to reflect these expenditures,

**RESOLUTION**

Page 2 of 2

Readopting Fiscal Year 2011-12  
General Fund Budget

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

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby re-adopts the General Fund Budget for Fiscal Year 2011-12 in the total amount of \$ 38,264,476 and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the following adjustments be included in the re-adopted General Fund Budget:

Revenues

A.0000.0889 Fairgrounds Capital Reserve \$ 53,000  
Total \$ 53,000

Expenditures

A 7141.0250 Equipment \$ 35,000  
A 7141.0430 Contracted Services 15,000  
A 7141.0465 Miscellaneous Equipment 3,000  
Total \$ 53,000

**Seconded by**

Res. No. 4

May 2, 2012

To: The Honorable Mayor and City Council

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

Subject: Finding that the Approval of the Application of Hedy Cirrincione to Change the Approved Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, From Limited Business to Neighborhood Business Will Not Have a Significant Impact on the Environment

At its March 6, 2012 and April 3, 2012 meetings the City Planning Board reviewed and made a negative recommendation on the above subject zone change. The City Council has scheduled a public hearing on the request for Monday, May 7, 2012 at 7:30 PM.

The City Council must complete Part II, and Part III if necessary, of the attached Environmental Assessment Form and adopt the resolution before it may vote on the Zone Change Ordinance. This resolution states that the zone change will not have a significant negative impact on the environment.

# RESOLUTION

Page 1 of 2

Finding that the Approval of the Application of Hedy Cirrincione to Change the Approved Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, From Limited Business to Neighborhood Business Will Not Have a Significant Impact on the Environment

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

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 Hedy Cirrincione to change the approved zoning classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123 from Limited Business District to Neighborhood Business District, and

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

WHEREAS the adoption of the proposed ordinance would constitute such an “Action,” and

WHEREAS the City Council has determined that the proposed ordinance is an “Unlisted” action as that term is defined by 6NYCRR Section 617.2(ak), and

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

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and project construction will have a significant effect 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 the Approval of the Application of Hedy Cirrincione to Change the Approved Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, From Limited Business to Neighborhood Business Will Not Have a Significant Impact on the Environment

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

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 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

For UNLISTED ACTIONS Only

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

1. APPLICANT/SPONSOR <i>Hedy M. Cirincione</i>	2. PROJECT NAME <i>Washington St. Rezoning request 703, 707, 715, 719</i>
3. PROJECT LOCATION: Municipality <i>Watertown</i> County <i>Jefferson</i>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>700 Block E. Washington St. between Flower Ave E - Park Ave. 703, 707, 715, 719 727 is Health Services District</i>	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <i>Proposed rezoning of property from Limited Business to Neighborhood business. All property owners 703-719 are in agreement. Rezoning would permit retail and business according to ss 310.8 of the Watertown Code</i>	
7. AMOUNT OF LAND AFFECTED: Initially <i>.969 ACRE</i> acres Ultimately <i>.969 ACRE</i> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, describe briefly <i>currently limited business</i>	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input checked="" type="checkbox"/> Other Describe: <i>limited business, health services, residence B</i>	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <i>Hedy M. Cirincione</i>	Date: <i>2/15/12</i>
Signature: <i>Hedy M. Cirincione</i>	

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes  No If Yes, explain briefly:

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

Yes  No If Yes, explain briefly:

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

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

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

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from responsible officer)

Res No. 5

May 3, 2012

To: The Honorable Mayor and City Council

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

Subject: Authorizing Submission of an Application for Small Cities Community Development Block Grant Funding Through the 2012 Consolidated Funding Application Process

We are expecting that this year's Small Cities Community Development Block Grant (CDBG) Application will be taken as part of the next Consolidated Funding Application round. At this point, there has not been an announcement of when applications will be taken.

The second public hearing required for the CDBG program has been scheduled for Monday, May 7, 2012, at 7:30 p.m. Attached is a copy of the information that will be provided at the public hearing, which includes a description of the program proposed for the application. I will be available to give a short presentation on the information at the beginning of the public hearing and to answer any questions the public may have.

The proposal for this year's application will combine rehabilitation of existing substandard owner-occupied housing and creation of new apartments on the upper floors of commercial buildings in the downtown area. The rehabilitation of owner-occupied homes will be encouraged throughout the City and preference will be given to those applicants with the greatest need. Rental rehabilitation activities will be focused in the downtown area and preference will be given to projects that will add to the supply of affordable rental housing to offset the pressure on the local housing market that is being experienced as a result of the latest expansion at Fort Drum.

A resolution has been prepared for City Council consideration that authorizes the submission of an application as described above. The resolution may be voted on after the public hearing.

# RESOLUTION

Page 1 of 1

Authorizing Submission of an Application for  
Small Cities Community Development Block Grant  
Funding Through the 2012 Consolidated Funding Application  
Process

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS Federal and State Grants including the Small Cities Community Development Block Grant are available under the Consolidated Funding Application Process to support local community development activities which are undertaken by eligible municipalities, and

WHEREAS the City of Watertown is eligible to apply for such funding in the 2012 application round, and

WHEREAS it has been determined that funding should be used for housing activities including rehabilitation of existing substandard owner-occupied housing and creation of new apartments on the upper floors of commercial buildings in the downtown area, and

WHEREAS public hearings have been held on the Community Development Block Grant Program and the proposal described above on April 2 and May 7, 2012,

NOW THEREFORE BE IT RESOLVED that the Mayor, Jeffrey E. Graham, is authorized to sign and submit an application for Small Cities Community Development Block Grant Funding through the 2012 Consolidated Funding Application Process, and

BE IT FURTHER RESOLVED that the Mayor is authorized to sign all agreements, certifications and other documents required to complete the application and to accept grants and administer the programs that are proposed for this funding.

**Seconded by**

**CITY OF WATERTOWN**  
Community Development Plan

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Watertown has been active in the Community Development Block Grant Program for more than 30 years. Applications have been submitted every year since the program was created in 1978. Twenty-five of them have been successful, generating more than \$12 Million of federal grant funding to support local community development activities in the city, as follows:

1979,1980,1981	3-Year Comprehensive Program	\$1,550,000
1982	Single Purpose Public Facilities Improvements	\$478,588
1983 Jobs Bill	Single Purpose Economic Development	\$150,500
1983/1984	Comprehensive Program	\$1,000,000
1985	Comprehensive Program	\$600,000
1986	Single Purpose Housing Rehabilitation	\$400,000
1987	Comprehensive Program	\$600,000
1988	Comprehensive Program	\$600,000
1989	Single Purpose Housing Rehabilitation	\$400,000
1990	Single Purpose Public Facilities Improvements	\$400,000
1991	Single Purpose Home Ownership	\$400,000
1994	Single Purpose Home Ownership	\$400,000
1995	Single Purpose Home Ownership	\$400,000
1996	Single Purpose Economic Development	\$600,000
1999	Single Purpose Housing Rehabilitation	\$400,000
2000	Single Purpose Housing Rehabilitation	\$400,000
2002	Comprehensive Program (Emerson Place Redevelopment)	\$750,000
2003	Public Facilities Related to the Emerson Place Redevelopment	\$170,500
2004	Single Purpose Housing Rehabilitation	\$400,000
2005	Single Purpose Home Ownership	\$400,000
2006	Single Purpose Housing Rehabilitation	\$200,000
2007	Comprehensive Program (Franklin Building Redevelopment)	\$650,000
2008	Rental Rehabilitation & Downtown Apartments	\$400,000
2009	Rental Rehabilitation & Downtown Apartments	\$400,000
2011	Rental Rehabilitation & Downtown Apartments	\$400,000

Most of this funding has been used to support housing rehabilitation, home ownership and other neighborhood revitalization projects; and traditionally those activities were focused in target areas that were designated for each program. That approach focused the available resources in limited areas in order to maximize the impact of the public investment and encourage property owners to invest in additional improvements with their own resources. Lately, these programs have been administered on a city-wide basis in order to make those resources available to the properties where that assistance is needed most.

Economic development activities have been included in several comprehensive programs and supported by the Jobs Bill funding that was received in 1983. A single purpose grant was also received in 1996 to support loans for two local businesses that created new employment opportunities in Watertown.

CDBG funding has also been used to support private redevelopment projects that create new housing and employment opportunities for lower income people in the city. Grants were received in 2002 and 2003 to support the Emerson Place Redevelopment off State Street; and the grant that was received in 2007 was used to support redevelopment of the Franklin Building on Public Square.

**CITY OF WATERTOWN**  
Community Development Plan  
2012

**AFFORDABLE HOUSING PROGRAM**

The program to be proposed for 2012 funding will continue a full range of housing activities to support rehabilitation of existing substandard housing in Watertown and creation of new apartments on the upper floors of commercial buildings in the downtown area. Rehabilitation of owner-occupied homes will be encouraged throughout the city and preference will be given to those applicants with the greatest need. Rental rehabilitation activities will be focused in the downtown area and preference will be given to projects that will add to the supply of affordable rental housing to offset the pressure on the local housing market that is being experienced as a result of the latest expansion at Fort Drum.

All housing units that are created or rehabilitated under this program must be occupied by households that qualify as low or moderate income; and apartment rents must be limited during a five or ten year regulatory period to make sure those housing units remain affordable to the lower income households who will be occupying them while the expansion at Fort Drum is in progress.

**CDBG Funding:**

For housing rehabilitation activities, CDBG funds will be available in the form of grants and low interest loans to cover 100% of the cost of eligible improvements. Those funds will be available throughout the city, but preference will be given to projects that are located in the downtown area.

For projects that create new apartments on the upper floors of commercial buildings, CDBG funds will be available in the form of grants and low interest loans that will be combined with HOME funding that will be available through Neighbors of Watertown.

CDBG loans will be repaid over ten year terms and those proceeds will be kept in a revolving loan fund that will be available for future investment in Watertown. Grants will not be repaid as long as the applicant retains ownership of the property and complies with all requirements of the program during a ten year regulatory period.

**HOME Funding:**

HOME funds will be available through Neighbors of Watertown to support housing rehabilitation activities throughout the city. That financing will be structured as deferred payment loans that will not be repaid as long as the property owner complies with sale and rent restrictions during a five or ten year regulatory period (depending on the amount of HOME funds used for each housing unit).

**New York Main Street Funding:**

Additional funding will be sought under the New York Main Street (NYMS) Program to help pay for the new apartments and to cover the cost of facade improvements and other work that cannot be financed with CDBG or HOME funding. NYMS funding is now available to municipalities as well as non-profits and grants can now include funds for administration and program delivery expenses.

# CITY OF WATERTOWN

## AFFORDABLE HOUSING PROGRAM

### HOUSEHOLD INCOME LIMITS FOR CDBG AND HOME FINANCING ELIGIBILITY

Applicable to non-metropolitan areas in New York State

(Effective December 1, 2011)

<b>Family Size</b>	<b>80% of Median</b> (Rehabilitation)	<b>60% of Median</b> (New Apts.)
1 Person	\$31,850	\$23,940
2 Person	\$36,400	\$27,360
3 Person	\$40,950	\$30,780
4 Person	\$45,500	\$34,140
5 Person	\$49,150	\$36,900
6 Person	\$52,800	\$39,660
7 Person	\$56,450	\$42,360
8 Person	\$60,100	\$45,120

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Income Limits for Households larger than Eight Persons are determined by adding \$3,650 (80% of Median) or \$2,750 (60% of Median) for each additional person in the household. These figures are adjusted annually to match the Income Limits established by the U.S. Department of Housing and Urban Development for the Section 8 Rental Assistance Program.

Source: HUD NOTICE PDR-2012-02 dated December 1, 2011  
From: Carol J. Galante  
Acting Federal Housing Commissioner  
Re: Fiscal Year 2012 Income Limits  
for Public Housing and Section 8 Programs

# CITY OF WATERTOWN

## AFFORDABLE HOUSING PROGRAM

### RENT LIMITS FOR APARTMENTS WITH CDBG OR HOME ASSISTANCE

Applicable to Jefferson County in New York State

(Effective October 1, 2011)

<u>Unit Size</u>	<u>Fair Market Rent</u>
0 Bedroom . . . . .	\$696 / month
1 Bedroom . . . . .	\$697 / month
2 Bedroom . . . . .	\$838 / month
3 Bedroom . . . . .	\$1,080 / month
4 Bedroom . . . . .	\$1,135 / month

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The Rent Limits listed above are 100% of the Fair Market Rents (FMR) established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Choice Voucher Program. They apply to gross rents, including shelter rent and the cost of utilities (except telephone) that are paid by the tenant in qualified apartments. These figures are adjusted annually based on Census data updated by random digit dialing (RDD) telephone surveys and set at the 40th percentile of standard quality rental housing in St. Lawrence County in New York State.

For apartments with more than 4 bedrooms, the Rent Limits are calculated by adding 15% to the 4 bedroom Rent Limit for each extra bedroom.

Source: Federal Register, Volume 76, Number 190, September 30, 2011

Public Hearing – 7:30 p.m.

May 2, 2012

To: The Honorable Mayor and City Council

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

Subject: Changing the Approval Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, From Limited Business District to Neighborhood Business District

The City Council scheduled a public hearing on the attached Ordinance for 7:30 p.m. on Monday, May 7, 2012.

The Planning Board reviewed the request submitted by Hedy Cirrincione at its March 6, 2012 and April 3, 2012 meetings and defeated motions at both meetings recommending that the City Council approve the zone change. Attached are the reports on the zone change request prepared for the Planning Board and excerpts from its Minutes.

The City Council must hold the public hearing and adopt the SEQRA resolution before voting on this Ordinance.

# ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 703 through 719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business District to Neighborhood Business District

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

YEA	NAY

### *Introduced by*

\_\_\_\_\_ Council Member Joseph M. Butler Jr.

BE IT ORDAINED where Hedy Cirrincione has submitted a request to change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business District to Neighborhood Business District, and

WHEREAS the Planning Board of the City of Watertown considered the zone change at its meetings held on March 6, 2012 and April 3, 2012, and defeated motions at both meetings recommending that the City Council approve the zone change as requested, and

WHEREAS a public hearing was held on the proposed zone change on May 7, 2012, 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

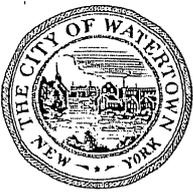
WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, is hereby changed to Neighborhood Business District, and

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

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

**Seconded by** Mayor Jeffrey E. Graham



# MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Resubmitted Zone Change Request – 703 through 719 Washington Street <sup>KAM</sup>

DATE: March 26, 2012

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**Request:** To change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from *Limited Business* to *Neighborhood Business*.

**Applicant:** Hedy Cirrincione

**Owner:** Hedy Schwandner (Cirrincione) (703, 707, 715), Maryellen Blevins (719)

**SEQRA:** Unlisted

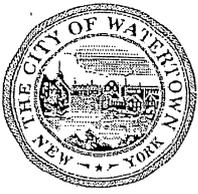
**County review:** Not required

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**Comments:** This proposed zone change was previously considered by the Planning Board on March 6, 2012, at which time it was defeated 4-0. The applicant was not in attendance at that meeting. She withdrew that request and re-submitted her application so she would have an opportunity to speak to the Planning Board.

Attached are the previous staff report and the relevant excerpt from the minutes of last month's meeting.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Hedy Cirrincione, 427 Flower Ave. E.  
Maryellen Blevins, 719 Washington St.



# MEMORANDUM

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

TO: Planning Board Members

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

SUBJECT: Zone Change – 703 through 719 Washington Street KAM

DATE: February 24, 2012

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**Request:** To change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from *Limited Business* to *Neighborhood Business*.

**Applicant:** Hedy Cirrincione

**Owner:** Hedy Schwandner (Cirrincione) (703, 707, 715), Maryellen Blevins (719)

**SEQRA:** Unlisted

**County review:** Not required

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**Comments:** The applicant is requesting that the majority of the eastern side of the 700 block of Washington Street be rezoned to Neighborhood Business District. The applicant owns three of the subject properties, and wishes to use one for a healthcare-oriented retail use. The applicant does not specify which of the three structures would be converted to retail. All three are currently multi-unit residences.

The proposed retail use would change the parking requirements for the property. Retail businesses must have 5 spaces for each 1,000 square feet of floor area. 707 and 715 Washington both appear to have sufficient lot depth to accommodate 10 to 15 parking spaces, but 703 Washington is located on a shallow corner lot. The largest of the buildings has approximately 3,900 square feet of gross floor area, which could necessitate up to 20 parking spaces.

Setbacks and landscaping buffer requirements would be unaffected by the change.

The adopted Land Use Plan shows the area in question as "Medium Density Residential." The zoning was changed from Residence C to Limited Business in 1989 at the request of Ms. Cirrincione. The change was controversial at the time because it was contrary to the Land Use Plan, which was under development.

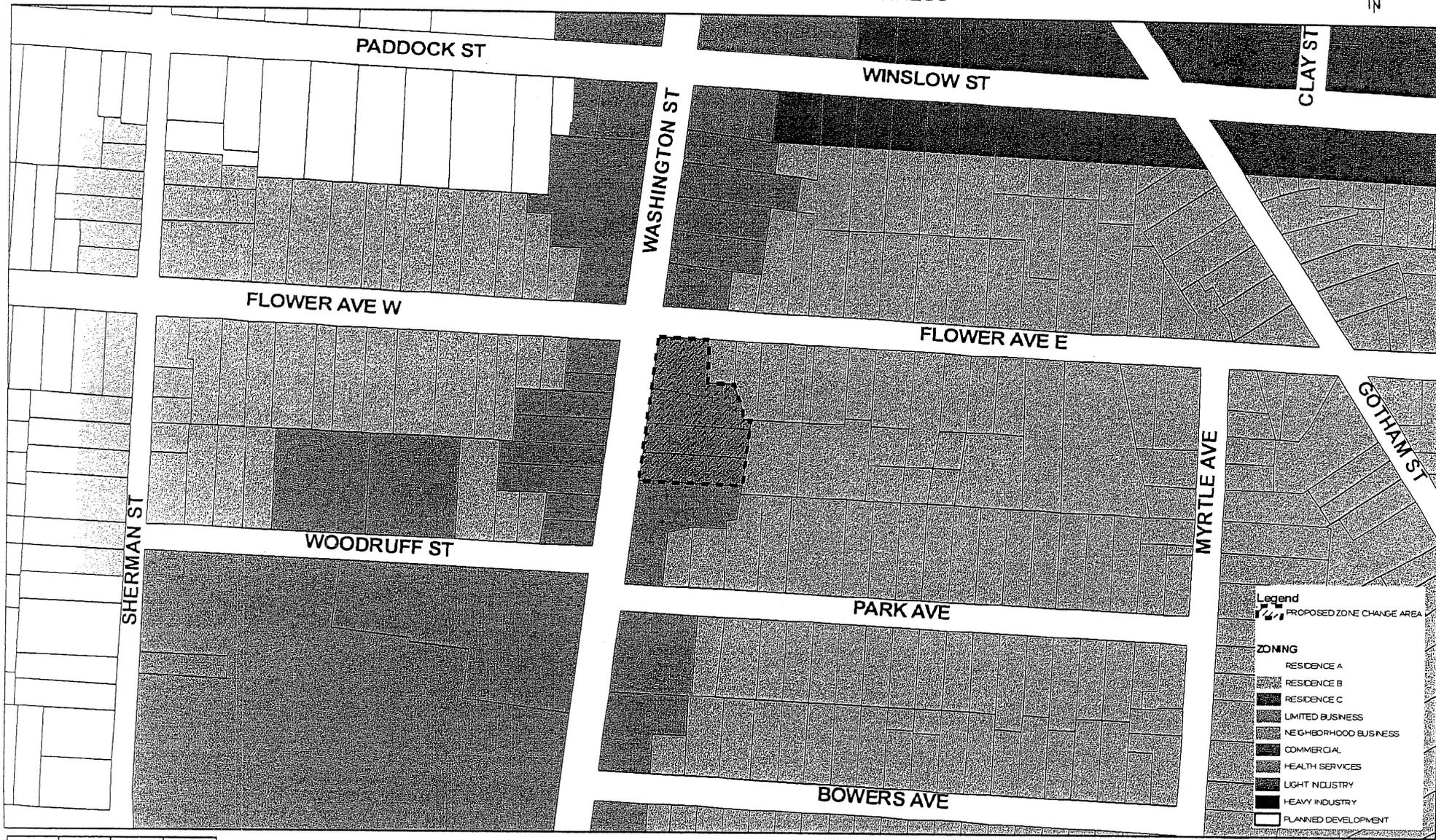
This request would be a significant change in allowed uses. There have been a number of attempts to change sections of Washington Street to Neighborhood Business District (NBD) over the years that have failed. The nearest existing NBD parcel is approximately 1/3 of a mile south of the proposed change area. The nearest Commercial District is almost as far to the north.

If the Planning Board recommends approval, it should be clear in its decision that it does not consider the rezoning of these parcels to be "spot zoning." The New York Court of Appeals has defined spot zoning as: "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of the other owners...; spot zoning is the very antithesis of planned zoning." The New York Supreme Court has said that so long as a zoning amendment is made in accordance with the comprehensive plan, it will not be spot zoning.

The zoning along Washington Street has evolved differently than envisioned when the Land Use Plan was adopted. In addition to the zone change mentioned above, more area has been changed to Health Services District than originally intended.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Hedy Cirrincione, 427 Flower Ave. E.  
Maryellen Blevins, 719 Washington St.

PROPOSED ZONE CHANGE  
 703, 707, 715, & 719 WASHINGTON ST  
 LIMITED BUSINESS to NEIGHBORHOOD BUSINESS



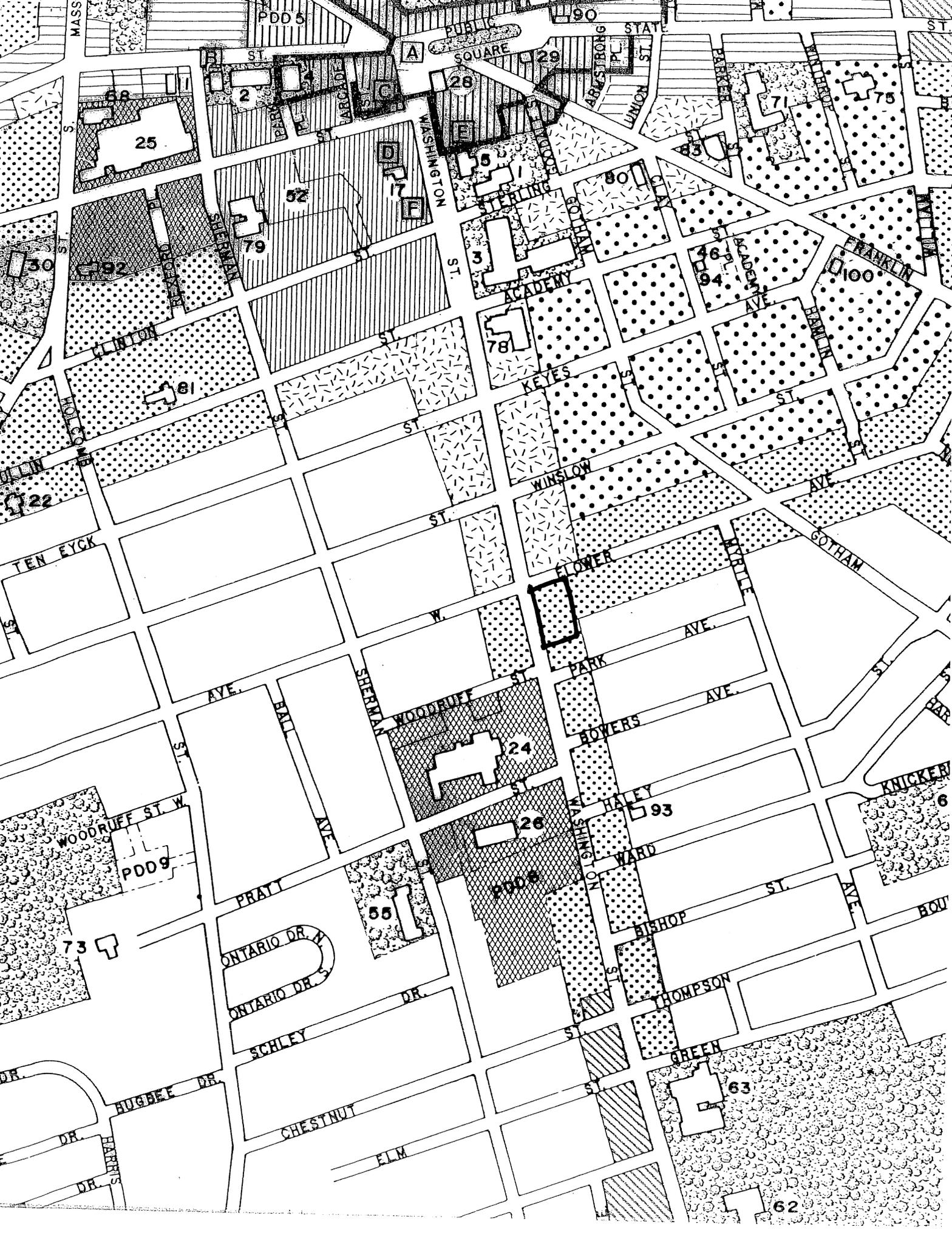
**Legend**

PROPOSED ZONE CHANGE AREA

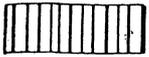
**ZONING**

- RESIDENCE A
- RESIDENCE B
- RESIDENCE C
- LIMITED BUSINESS
- NEIGHBORHOOD BUSINESS
- COMMERCIAL
- HEALTH SERVICES
- LIGHT INDUSTRY
- HEAVY INDUSTRY
- PLANNED DEVELOPMENT

0 200 400 Feet



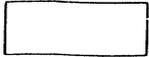
THIS PLAN ESTABLISHES BASIC LAND USE OBJECTIVES OF THE CITY OF WATERTOWN. THE LAND USE PATTERNS AND FUNCTIONS SHOWN ON THE PLAN SHOULD BE PROTECTED AND PROMOTED THROUGH THE ZONING ORDINANCE AND OTHER LAND USE AND DEVELOPMENT CONTROLS.



CITY CENTER: HIGH DENSITY CONCENTRATION OF SHOPPING, SERVICE, OFFICE, CULTURAL, RESIDENTIAL, AND RELATED USES APPROPRIATE AND NECESSARY TO SERVE THE COMMUNITY AND REGION. PROMOTES RETAIL AND FOOD SERVICE USES ON GROUND FLOOR WITH OTHER SERVICE, OFFICE AND RESIDENTIAL USES IN UPPER FLOORS.



PUBLIC AND INSTITUTIONAL SERVICES INCLUDING PARK AND OTHER OPEN SPACE: ADMINISTRATIVE, EDUCATIONAL, RELIGIOUS, RECREATIONAL, CULTURAL, AND RELATED SERVICE FACILITIES. SUCH USES ARE DETERMINED BY GOVERNMENT AND OTHER SPONSORS, MAY GENERALLY BE LOCATED IN ANY OTHER LAND USE AREAS, AND ARE SUBJECT TO EXPANSION, MODIFICATION, AND REMOVAL AS THE NEED FOR SERVICES CHANGES. SEE LIST: SMALLER FACILITIES ARE IDENTIFIED ONLY BY NUMBER.



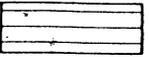
LOW DENSITY RESIDENTIAL: PREDOMINANT USE FOR ONE-FAMILY DWELLINGS.



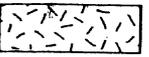
MEDIUM DENSITY RESIDENTIAL: SUBSTANTIAL USE FOR ONE- AND TWO-FAMILY DWELLINGS.



HIGH DENSITY RESIDENTIAL: CONCENTRATIONS OF MULTI-FAMILY DWELLINGS, MAY HAVE OTHER DWELLINGS.



COMMERCIAL: CONCENTRATIONS OF SHOPPING, SERVICE, AND RELATED USES SERVING THE NEIGHBORHOOD, COMMUNITY, OR REGION, AND COMPATIBLE WITH THE LOCATION.



LIMITED OFFICE: NEW CONSTRUCTION AND CONVERSION OF RESIDENTIAL STRUCTURES TO OFFICE AND MIXED (OFFICE PLUS APARTMENT) USE, EXCLUDING RETAIL USE.



OFFICE/BUSINESS: PREDOMINANT USE FOR OFFICES AND NON-RETAIL BUSINESSES.



NEIGHBORHOOD BUSINESS: HIGH DENSITY CONCENTRATION OF LOCAL SHOPPING, SERVICE AND OFFICE USES TO SERVE IMMEDIATE NEIGHBORHOODS.



HEALTH SERVICES: PREDOMINANT USE FOR HOSPITAL WITH ACCESSORY USES - MEDICAL OFFICES, INTERMEDIATE AND LONG-TERM CARE FACILITIES AND DIRECT SUPPORT SERVICES.



RIVERFRONT DEVELOPMENT: RECOGNIZES AND PROMOTES THE BLACK RIVER AS AN AMENITY WHICH CAN SPUR DEVELOPMENT OF ADJOINING OLDER AREAS OF THE CITY. REDEVELOPMENT WILL COMBINE ADAPTIVE RE-USE OF HISTORIC BUILDINGS AND NEW CONSTRUCTION TO UTILIZE THE RIVERFRONT TO ITS FULLEST POTENTIAL. LAND USES WILL INCLUDE A MIX OF RESIDENTIAL, COMMERCIAL AND PARK AND RECREATIONAL USES.



INDUSTRY: PERMITTED MANUFACTURING AND OTHER INDUSTRIAL USES.



DRAINAGE MANAGEMENT AREAS: PORTIONS OF VACANT AREAS MAY HAVE SOME DEVELOPMENT LIMITATIONS TO MAINTAIN DRAINAGE CAPACITY.



MAJOR HIGHWAY SYSTEM IMPROVEMENT.

Hedy M. Cirrincione  
427 Flower Ave. E  
Watertown, NY 13601  
March 27, 2012

Mr. Kenneth A. Mix, Coordinator  
Watertown City Planning Board  
245 Washington Street  
Watertown, NY 13601

Dear Mr. Mix,

I received copies of the March 6, 2012 Planning Board Minutes and the Rothschild / Breuer comment letter on the proposed zone change request of 703-719 Washington Street from Limited business to Neighborhood Business. Thank you for that courtesy, as well as adding the proposal to the next meeting agenda on April 3, 2012. Review of the minutes and correspondence will allow me to appropriately address any concerns and to clarify my proposal both in this letter and also in person at the April 3, 2012 meeting. I will address the following concerns:

**Spot Zoning:** The proposed change does not seem to match the definition of spot zoning, in that, the applicant or any one individual will not benefit exclusively by the proposed rezoning because the parcels are not owned by one individual. Secondly, Rothschild/Breuer's concern of spot zoning relating to the scope of the proposal limitation to the East side of the 700 block of Washington Street and the exclusion of the west side is unfounded. Historically, prior to 1989, the west side of the 700 block of Washington Street was zoned Limited Business and the East side was zoned Residential C until a 1989 zone change to Limited Business for the East side. The zone change proposal for the only the East side of the 700 block of Washington Street, therefore, appears acceptable.

**Auto Sales & Gas Stations:** The Zoning Ordinance of the City of Watertown clearly states in Ss 310-8 that these uses are permitted *only by special approval of the City Council*. In contrast, this proposal specifies use for a retail store for equipment and supplies used by hospital employees including scrubs. During discussions with owners of 702 and 706 Washington Street they also expressed concerns about auto sales and gas stations. When presented with the ordinance and clarification, Sharon Kehoe, trustee, stated she did not oppose the zone change.

**Land Use Plan:** Although the Land Use Plan adopted in the mid 1980's, still shows the area as medium density residential, the use was actually modified when rezoned to Limited Business in 1989 and later, Health Services District for a portion of the block. The Planning Board and City Council reserve the right to deny uses that are "too drastic" under neighborhood Business, such as gas stations or auto sales lots. Under the Land use Plan of the 1980's, the area was orientated toward medical offices and residential use. Expansion of Fort Drum has sparked extensive housing developments which included tax incentives to developers. The completion of these new housing complexes will make old multiple family homes more undesirable, particularly on one of the busiest streets in Watertown. Families do not want to raise children on a busy street with limited yard space, dangerous traffic, and blaring noise from the ambulance sirens and fire trucks.

There have also been drastic changes with the expansion of SMC, in that, many of the residences have been converted to parking lots, garages or ancillary uses. Medical professionals and offices have moved just outside the City on outer Washington Street and outside the tax zone. The 1980's vision of Washington Street has changed dramatically to the current reality.

In an attempt to exercise due diligence, I have canvassed the neighborhood to ascertain the opinions of my neighbors on Washington Street regarding this proposed zone change for the East side of the 700 block of Washington Street. The neighbors have not expressed opposition to this proposed zone change and I will be present at the meeting on April 3, 2012 for discussion.

Thank you for your assistance and consideration of this proposal. You may reach me at 315-778-8482 or via email [hedy\\_007@hotmail.com](mailto:hedy_007@hotmail.com).

Respectfully submitted,

A handwritten signature in cursive script that reads "Hedy M. Cirrincione".

Hedy M. Cirrincione

Hedy M. Cirrincione  
427 Flower Ave. E  
Watertown, NY 13601  
March 9, 2012



Mr. Kenneth A. Mix, Coordinator  
Watertown City Planning Board  
245 Washington Street  
Watertown, NY 13601

Dear Mr. Mix,

Thank you for taking the time to discuss my proposal and the actions the Board took during the March 6, 2012 meeting. I am writing to request withdrawal of the Planning Board's recommendation to the City Council because I was not present at the meeting. Please consider adding my proposal to the April 4, 2012 agenda, to provide an opportunity for me to attend the meeting and participate in a discussion before a recommendation is made to the City Council.

Thank you for your assistance and consideration of this proposal. You may reach me at 315-778-8482 or via email [hedy\\_007@hotmail.com](mailto:hedy_007@hotmail.com).

Respectfully submitted,

*Hedy M. Cirrincione*  
Hedy M. Cirrincione

Hedy M. Cirrincione  
427 Flower Ave. E  
Watertown, NY 13601  
February 14, 2012



Watertown City Engineering Department  
245 Washington Street  
Watertown, NY 13601

Honorable Mayor Jeffrey Graham:  
Watertown City Council:

Please accept this proposal for a zone change for the properties located at 703 – 719 Washington Street, Watertown, NY 13601 from Limited Business to Neighborhood Business. The current usage under Limited Business of my properties of 703, 707, and 715 Washington St. includes multi-family dwellings and no retail. The buildings are outdated rental units compared to many recently approved new units, making them less marketable. The remainder of the east side of the 700 block of Washington St consists of, 719, an owner occupied business, owned by MaryEllen and Randall Blevins, and 727, Urgent Care, zoned Health Services District, owned by Jeffrey and Millie Smith.

The projected use of the Neighborhood Business property is for a retail store specializing in hospital uniforms (scrubs), and small equipment used by hospital employees. The facades would be updated and made more attractive. The properties would remain on the tax rolls and would also generate sales tax dollars. Parking space is adequate.

Many of the neighboring property owners have been contacted to discuss the proposed zone change from Limited business to Neighborhood Business. Some have signed "non-opposition" letters (attached), some have not responded, and some have discussed concerns which I have addressed as follows.

Encroachment and parking: Property owners of 124 Flower Ave. E., G. and S. Rutledge Jr. expressed concern that the vacant lot associated with 116 Flower Ave. E. (1112126.001) would be included in the zone change and might be used for parking. The proposed zone change does not include this large vacant lot, thus maintaining a large buffer between the residential property of 124 Flower Ave. E. and the proposed Neighborhood Business on Washington St.. In addition, 703, 707, and 715 Washington St. have deep lots which will accommodate adequate parking.

Special Approval categories E,F,G,H, or I of Ss 310.8 Watertown Code: This proposal does not include any of these special approval categories for Hotels, automobile sales lots, service stations, car wash, repair shop, or storage.

Thank you for your consideration of this proposal. You may reach me at 315-778-8482 or via email [hedy\\_007@hotmail.com](mailto:hedy_007@hotmail.com). *hedy - 007@hotmail.com*

Respectfully submitted,

*Hedy M. Cirrincione*

Hedy M. Cirrincione



## SCHEDULE A

All that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York, described as follows: Beginning at an iron pipe in the supposed Sly. margin of Flower Ave. East (formerly Munson Street) and at the N.Ely corner of a lot conveyed by Arthur L. Chapman and wife to John R. Wilson by deed dated May 21, 1906, and recorded in Jefferson County Clerk's Office May 22, 1906 in Liber 319 of Deeds, page 66; thence southerly at right angles to the margin of said street 82 feet more or less to an iron pipe in the Nly line of the lot in 1913 owned or occupied by George M. Sayles; thence Wly along said Sayles Nly. line 100 feet more or less to an iron pipe in the supposed Ely margin of Washington Street, and same course continued to the center of Washington Street; thence Nly along said center 82 feet more or less to where the Sly margin of Flower Ave. East extended Wly. intersects the same; thence Ely along said Wly margin 134 feet more or less to the place of beginning.

Also 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 a point in the center of Washington Street 82 1/2 feet southerly along said center from the intersection of said center with the southerly margin of Flower Ave. East (formerly Munson Street) extended which point is also the southwesterly corner of E.G. Charlebois land; thence easterly and parallel with the southerly margin of Flower Ave. East along said Charlebois southerly line and the southerly line of the lands of A.E. Stevens and F.E. Cook, 214 1/2 feet to a fence post; thence southerly and parallel with the center of Washington Street 82 1/2 feet to a point in the Nly line of F.H. Herrick's land; thence Wly and parallel with said Sly. margin of Flower Ave. East and along said Herrick's northerly line and passing through an iron pipe set in the concrete walk in the easterly margin of Washington Street, 214 1/2 feet to the center of Washington St.; thence northerly along said center of Washington Street 82 1/2' to the place of beginning.

Also all that other piece or parcel of land, bounded and described as follows: Beginning at the southeasterly corner of the first above described piece of land and running thence Ely. and parallel with the Sly. margin of Flower Ave. East (formerly Munson Street) about 18 feet to a fence post set in the Wly. line of land owned by E.G. Charlebois, thence Nly. and parallel with the center line of Washington Street and along said Charlebois Wly. line about 18 feet to a fence post set in the Sly. line of F.E. Cook's land; thence Sly. and along said Cook's Sly. line about 18 feet to a fence post set in the Ely. line of the first above described piece of land; thence Sly. along said Ely. line of the first above described piece of land about 18 feet to the place of beginning.

Excepting and reserving from the last two described parcels, all that tract or parcel of land situate in the City of Watertown, County of Jefferson, State of New York, bounded and described as follows: Beginning at a cross cut in the concrete, joint driveway upon said cross bearing S. 71° E. 3.87 feet from an iron pipe set in concrete; said point being on the easterly cornered margin of Washington St. as ascertained by the Dept. of Engineering of the City of Watertown, N.Y. The above point of beginning is also the Southwesterly corner of property known as 787-789 Washington St., Assesment Map Parcel 1112125, and conveyed by Lillie E. Sayles to Edwin G. Charlebois by warranty deed, dated May 12, 1926, recorded in Jefferson County Clerk's Office on the same day in Liber 360 page 259; Thence N. 23° E. 66.66 feet along the Ely.

consented margin of Washington St. to a point just north of the Nly. edge of the concrete walk leading into 707-709 Washington St. this point is east of the Ely. edge of the Washington St. sidewalk 3.57 feet. Thence S. 67° 30' E. along and near the Nly. edge of above approach walk 53.83 feet to a stake; thence S. 22° 30' W. 28 feet to a stake; thence S. 67° 15' E. 66.23 feet to a stake on line with the Nly. side or front of the Charlebois garage and 3' southerly from the Sly. foundation wall of the same; thence S. 73° 30' E. 23.95 feet parallel with and 3 feet Sly. of the garage foundation wall, to a stake; thence N. 16° 45' E. running 3 feet Ely. of and parallel with the foundation wall of the Charlebois garage, 24.34 feet to a stake; in the Sly. line of property known as 8103 Flower Ave. East, assessment map Parcel 81112127, owned (1945) by John A. Flusserfelt; and in the Nly. line of the former Sayles property. Thence S. 71° E. along said former Sayles Nly. line 12.32 feet to an iron pipe; the southeasterly corner of the Flusserfelt property at 108 Flower Ave. E. and the northwesterly corner of a triangular piece of land sold by E.G. Charlebois to D.H. Wallace of 112 Flower Avenue, by deed dated June 22, 1937, and recorded in Jefferson County Clerk's Office March 3, 1938, in Liber 422 at page 524. Thence S. 8° 40' E. along the Nly. line of above triangular parcel 55.2 feet to a stake; thence S. 23° E. 13.52 feet to an iron pipe in the southwesterly corner of the property owned by David H. Wallace, 8112 Flower Ave. East, Assessment Parcel 81112128; thence S. 71° E. 18.8 feet along Wallace's Sly. line to a point; thence S. 23° W. 18.0 feet to a stake; thence N. 71° W. along the Sly. line of the former Sayles property and the Nly. line of the Francis Herrick property, known as 8715 Washington St., Assessment parcel 81112124, 199.5 feet to the point of beginning, in the Ely. consented margin of Washington Street.

Also all that right, title and interest in a certain right of way set forth in a deed dated the 20th day of June, 1945, from Pearl L. Charlebois, et cetera to William Hayes and Loretta Hayes, said deed having been duly recorded on the 14th day of August 1945, in Liber 433 of Deeds at page 359 in the Jefferson County Clerk's Office, reference to which deed is hereby made for a more complete description of said right of way.

Also excepting and reserving 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 a point in the southwest corner of a lot at No. 112 Flower Avenue East, said lot owned (1937) by David H. Wallace, the said point being about 62' southerly from the southside of Flower Avenue East, running easterly along the lot at No. 112 Flower Avenue East 24' 6"; thence southerly along the westerly line of said David H. Wallace's lot 50' 7"; and thence turning an angle and thence northwesterly 55' 2" to the place of beginning.

Which said premises are the same premises as those described hereinbelow as follows:

All that tract or parcel of land situate in the City of Watertown, County of Jefferson, State of New York, bounded and described as follows: Beginning at a cross cut in the sidewalk located 98.50 feet and on a bearing of South 23° West from the city consent in the corner of Washington Street and Flower Avenue East, thence South 67° 30' East 4.90 feet to a point in the Easterly margin of Washington Street, said point being the point of beginning of this parcel, thence 53.83 feet on the said bearing of South 67° 30' East to a nail set in the Diaktop driveway, thence South 22° 30' West 2.83 feet to a wooden stake, thence South 67° 15' East 66.23 feet to an iron pin, thence South 73°

LIBER 1580 PAGE 133

LIBER 1580 PAGE 134

30° East 23.95 feet to a iron pin, thence North 16° 45' East 24.34 feet to an iron pin, thence North 72° 0' West 37.66 feet to an iron pin, thence North 16° 44' East to an iron pin set flush in the ground, thence North 71° 15' West 98.95 feet along the Southerly margin of Flower Avenue East to the intersection point of the above said margin and the Washington Street margin, thence South 23° 00' West more or less 96.50 feet to the point of beginning.

Being the same premises as are commonly known and referred to as 703 Washington Street, in the City of Watertown, Jefferson County, New York, as surveyed by Michael J. Ross, P.E., on October 12, 1969.

ALL THAT TRACT OR PARCEL OF LAND known as 719 Washington Street and situate on the easterly side thereof in the City of Watertown, County of Jefferson, State of New York, being designated as Parcel No. 1112123 on the City of Watertown Assessment Maps, and being further described as follows:

BEGINNING at a point in the easterly street margin of Washington Street at the intersection of the northwesterly corner of the parcel of land herein described and the southwesterly corner of a 0.244 acre parcel of land that was conveyed to Hedy M. Cirrincione by deed dated December 18, 1987 (Liber 1104, page 98); said point of beginning also being situate the following two courses and distances from the intersection of said easterly street margin and the southerly street margin of Flower Avenue East (formerly Nunson Street): (1) South 22 degrees 04 minutes 55 seconds West along the easterly street margin of Washington Street a distance of 2.73 feet to an angle point in said margin; (2) South 22 degrees 05 minutes 08 seconds West continuing along said easterly street margin a distance of 214.64 feet to the true point of beginning; said point of beginning further being situate South 72 degrees 35 minutes 06 seconds East a distance of 3.68 feet from a 3/4 inch iron found at the back of walk;

THENCE from said point of beginning South 72 degrees 35 minutes 06 seconds East along the southerly line of Cirrincione and being in part along a wire and chain link fence line a total distance of 198.00 feet to a 1/2 inch iron pipe set at the southeasterly corner of Cirrincione and in the westerly line of a 0.324 acre parcel of land described in a deed with other land to Sidney A. Pond, II and Jean C. Pond (Liber 1367, page 135) and passing on line at 198.87 feet a 3/4 inch iron pipe found;

THENCE South 22 degrees 08 minutes 03 seconds West along the westerly line of Pond a distance of 52.83 feet to a 1/2 inch iron pipe set;

THENCE North 72 degrees 44 minutes 41 seconds West in part along the northerly line of Millman (Liber 1284, page 300) and being in part along a wire fenceline a total distance of 198.00 feet to a 3/4 inch iron pipe found at the northwesterly corner of Millman and in the easterly street margin of Washington Street and passing on line at 6.14 feet a 3/4 inch iron pipe found;

THENCE North 22 degrees 05 minutes 08 seconds East along the easterly street margin of Washington Street a distance of 53.38 feet to the point of beginning.

CONTAINING 0.240 acres of land more or less.

SUBJECT to all rights or restrictions of record.

AS SURVEYED by Fatsy A. Storino, Licensed Land Surveyor, on November 30 and December 6, 1994 and shown on a plat titled, "Survey Plat of a Parcel of Land Known as 719 Washington Street," and dated December 6, 1994.

ALL BEARINGS referenced to magnetic north as observed on November 30, 1994.

BEING AND INTENDING to describe the same premises as conveyed by Theresa W. Tundo to Joseph P. Sanzone and Kellie A. Sanzone, his wife, by deed dated November 14, 1994 and recorded in the Jefferson County Clerk's Office on January 27, 1995 in Liber 1439 of Deeds at Page 253.

# This Indenture

LIBER 1136 PAGE 0198

Made the 29<sup>th</sup> day of August  
Nineteen Hundred and Eighty-eight

Between

JOSEPH S. GUARDINO and DOROTHY A. GUARDINO, his wife,  
residing at 511 Franklin Street, Watertown, New York,

parties of the first part, and

Mark →

FRANK M. CIRINCIONE, residing at 427 Flower Avenue East,  
Watertown, New York,

Witnesseth that the parties of the first part, in consideration of

ONE Dollar (\$ 1.00 )  
lawful money of the United States, and other valuable consideration  
paid by the party of the second part, do hereby grant and release unto the  
party of the second part, her distributees  
and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Water-  
town, County of Jefferson, State of New York, bounded and described as follows:

BEGINNING at a cross cut in the concrete, joint driveway apron, said cross bear-  
ing S 71° E 3.87 feet from an iron pipe set in concrete; said point being on the east-  
erly monumented margin of Washington Street, as monumented by the Department of Engin-  
eering of the City of Watertown, New York. The above point of beginning is also the  
Southwesterly corner of property known as 707-709 Washington Street, Assessment map  
Parcel 1112125, and conveyed by Lillis E. Sayles to Edwin G. Charlebois by warranty  
deed dated May 12, 1920, and recorded in the Jefferson County Clerk's Office on the  
same day, in Liber 360, at page 259. Thence N 23° E 66.66 feet along the Easterly mon-  
umented margin of Washington Street to a point just north of the Northerly edge of the  
concrete walk leading into 707-709 Washington Street. This point is East of the East-  
erly edge of the Washington Street sidewalk 3.57 feet. Thence S 67°30' E. along and  
near the Northerly edge of above approach walk- 53.83 feet to a stake; thence S 22°  
30' W - 2.0 feet to a stake; thence S 67°15' E 66.23 feet to a stake on line with the  
westerly side or front of the Charlebois garage and 3' southerly from the Sly founda-  
tion wall of the same; thence S 73°30' E- 23.95 feet parallel with and 3 feet Sly of  
the garage foundation wall, to a stake; thence N 18°45' E. running 3 feet Easterly of  
and parallel with, the foundation wall of the Charlebois garage - 24.54 feet to a  
stake; in the Sly line of property known as #108 Flower Avenue East, assessment map  
Parcel #1112127, now or formerly owned by John A. Plummerfelt; and in the Northerly  
line of the former Sayles property. Thence S 71° E along said former Sayles' Northerly  
line 12.32 feet to an iron pipe, the Southeasterly corner of the Plummerfelt property  
at 108 Flower Avenue East and the Northwesterly corner of a triangular piece of land  
sold by E. G. Charlebois to D. H. Wallace of 112 Flower Avenue East, by deed dated  
June 22, 1937, and recorded in the Jefferson County Clerk's Office March 3, 1938, in  
Liber 422 at page 524. Thence S 5°40' E along the Westerly line of above triangular  
parcel 55.2 feet to a stake; thence S 23° W 13.92 feet to an iron pipe in the south-  
westerly corner of the property owned by David H. Wallace #112 Flower Avenue East,  
Assessment parcel #1112128; thence S 71° E 18.0 feet along Wallace's Sly line to a  
point; thence S 23° W 18.0 feet to a stake; thence N 71° W along the Southerly line  
of the former Sayles property and the Northerly line of the Francis Herrick property,  
known as #715 Washington Street, Assessment parcel #1112124, 199.5 feet to the point  
of beginning, in the Easterly monumented margin of Washington Street, containing  
about 0.26 acres of land.

Reserving a right of way 3 feet wide along part of the northerly and easterly  
sides of the parcel above conveyed as reserved in a deed from Pearl L. Charlebois  
and Theodore W. Charlebois to William Hayes and Loretta Hayes dated June 20, 1945,  
and recorded in the Jefferson County Clerk's Office August 14, 1945 in Liber 453 of  
Deeds at Page 359, reference to which deed is hereby had for a more particular des-  
cription of such reservation.

Being the same premises conveyed by Eileen F. Bellinger as Executrix of the  
Estate of Mildred M. Bellinger Hayes to Joseph S. Guardino and Dorothy A. Guardino  
by deed dated September 25, 1970 and recorded the same day in the Jefferson County  
Clerk's Office in Liber 824 of Deeds at page 779.

Also conveying any and all rights which the estate of Mildred M. Bellinger Hayes  
may have had in a joint driveway as established in a deed from William Hayes and  
Loretta Hayes to Francis H. Herrick dated July 16, 1945 and recorded in the Jefferson  
County Clerk's Office August 14, 1945 in Liber 453 of Deeds at Page 360.

TAX  
258-0

FORM 1928S N.Y. DEED - WARRANTY with Lien Certificate

OFFICIAL USE ONLY - PUBLIC USE PROHIBITED  
P.O. Box 1024, Binghamton, New York 13902-1024

00763

**This Indenture**, Made the 18<sup>th</sup> day of December Nineteen Hundred and Eighty-seven

Between JOSEPH S. GUARDINO and DOROTHY A. GUARDINO, his wife, residing at 511 Franklin Street, Watertown, New York,

parties of the first part, and HEDY M. CIRINCIONE, residing at 427 Flower Avenue East, Watertown, New York,

MAIL →

Witnesseth that the parties of the first part, in consideration of

part y of the second part, ONE Dollar (\$ 1.00 ) lawful money of the United States, and other valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, her distributees and assigns forever, with

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 a point in the east line of Washington Street, said point located the following two (2) courses from the southerly of two reference monuments set near the southeast corner of Washington Street and East Flower Avenue:

- 1) S 22°05'15" W a distance of 160.98 feet to a point marked by an existing iron pipe set in the east walk line of Washington Street;
  - 2) S 71°-07'-15" E a distance of 3.9 feet to the place of beginning;
- THENCE running S 71°-07'15" E a distance of 197.23 feet to a point marked by a 5/8" rebar with survey cap;
- THENCE running S 23°-00' W a distance of 54.00 feet to a point marked by a 5/8" rebar with survey cap;
- THENCE running N 71°-07'-15" W a distance of 197.23 feet to a point marked by a 5/8" rebar with survey cap set in the east line of Washington Street;
- THENCE running N 23°-00' E a distance of 54.00 feet to a point and the place of beginning and containing 0.244 acres of land, more or less.

Being the same premises conveyed by Ralph M. Scarabino as Executor of the last Will and Testament of Gilda E. Scarabino to Joseph S. and Dorothy A. Guardino by deed dated April 28, 1972 and recorded in the Jefferson County Clerk's Office May 25, 1972 in Liber 836 of Deeds at page 1007.

RECEIVED  
\$ 238.00  
REAL ESTATE  
DEC 30 1987  
TRANSFER TAX  
JEFFERSON COUNTY



2/18/12

Sharon Kehoe Add to contacts

To hedy\_007@hotmail.com

From: Sharon Kehoe (sk320@aol.com)

Sent: Sat 2/18/12 7:46 AM

To: hedy\_007@hotmail.com

Good morning Hedy

Please clarify for me. You have multiply houses involved in this proposal for zoning change. You indicated that you plan a uniform store there. I assume that would be for one property. What do yo have planned for the others?

Sharon

From: .. Hedy <hedy\_007@hotmail.com>

To: sk320 <sk320@aol.com>

Sent: Tue, Feb 14, 2012 11:50 am

Subject: zoning proposal

Dear Sharon,

Attached please find the draft of the zone proposal. I addressed your concern re: gas stations and the "like". Hope this meets with your approval. I will be following up today or tomorrow as I'd like to address any concerns and ultimately submit to the zoning board.

Thank you for your consideration.

Sincerely,  
Hedy

From: agnetto@twcny.rr.com  
To: hedy\_007@hotmail.com  
Subject: RE: clarification?.....RE: Zone Change  
Date: Mon, 20 Feb 2012 10:45:02 -0500

I thought you were trying for both sides of the street. So then actually I'm not affected. I like my zoning the way it is. Sorry. So, since I'm not affected, then by all means, go for the change. But Hedy, between us, that looks like "spot zoning". Good luck!

Tony

-----Original Message-----

**From:** .. Hedy [mailto:hedy\_007@hotmail.com]  
**Sent:** Monday, February 20, 2012 10:34 AM  
**To:** agnetto@twcny.rr.com  
**Subject:** clarification?.....RE: Zone Change

Good Morning,

Thank you for responding to my email. I was hoping you could clarify some of the content because I'm not sure I understand a couple of things.

What properties were excluded? (your statement)"I'm not sure why some properties in the block were excluded from the change".

My proposal only includes the east side of the street. In the late 80's the west side was limited business and the east was residential. I asked for a change to Limited business, which was granted. Jeff Smith spot zoned his Health services which suits his business. Typically the zoning board doesn't grant spot zones, but it seems they do for Health services. My proposal includes the remainder of the property on the east side of the 700 block. There are no exclusions on the east side, that I know of, so I'm not sure what you mean.

This statement, "maybe my property at 716 Washington St should also be excluded from your list of properties affected", confused me. Would you mind explaining what you mean?

Thank you for the opportunity to discuss this.

All the best,  
Hedy

*Via Regular mail and*  
*Email: [anichols@watertown-ny.gov](mailto:anichols@watertown-ny.gov)*

March 27, 2012

City of Watertown Planning Board  
**Attn: Andrew Nichols, Planner**  
245 Washington Street, Suite 304  
Watertown, New York 13601



**Re: Re-submitted Zone Change 703-719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124 and 11-12-123**

Members of the Planning Board:

I am writing on behalf of Rothschild/Breuer Associates, the owner of property located at 720 Washington Street. Our property is located across Washington Street from the property which is applying for a zone change from *Limited Business District to Neighborhood Business District*.

As a neighboring property owner, we support this request to change the zoning to *Neighborhood Business District*. It is very difficult to utilize these older residential properties for professional use. We feel a zone change will allow the properties to be put to an appropriate business use, and be consistent with the character of Washington Street.

I appreciate the opportunity to express our support for this proposal. If you have any questions, I can be reached at (315) 475-3717 or via email at [mquigley@rothschildcompanies.com](mailto:mquigley@rothschildcompanies.com)

Sincerely,

A handwritten signature in cursive script that reads "Michael Quigley".

Michael A. Quigley  
Partner

*Via Regular mail and*  
*Email: [anichols@watertown-ny.gov](mailto:anichols@watertown-ny.gov)*

March 2, 2012

City of Watertown Planning Board  
**Attn: Andrew Nichols, Planner**  
245 Washington Street, Suite 304  
Watertown, New York 13601



**Re: Zone Change 703-719 Washington Street, Parcels 11-12-126, 11-12-125, 11-12-124 and 11-12-123**

Members of the Planning Board:

I am writing on behalf of Rothschild/ Breuer Associates, the owner of property located at 720 Washington Street. Our property is located across Washington Street from the property which is applying for a zone change from *Limited Business District* to *Neighborhood Business District*.

This change would be detrimental to the land use and character of the 700 block of Washington Street, unless the Planning Board makes the zoning consistent for both sides of the street. The properties and uses are similar on both sides of the street. One side of the street should not permit one use and the other be more restrictive and not allow the same uses.

We would support this request if the zoning is changed to *Neighborhood Business District* on both the East and West side of the 700 block. If a zone change is not enacted for both sides of the street, a change for one side of the street would appear to be spot zoning.

Andrew Nichols, Planner

March 2, 2012

Page 2

I recognize the problem the applicant is facing with their property. We are facing the same issue, and need the same flexibility to insure our property can be put to an economically viable use.

I appreciate the opportunity to express our concerns. If you have any questions, I can be reached at (315) 475-3717 or via email at [mquigley@rothschildcompanies.com](mailto:mquigley@rothschildcompanies.com)

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Quigley".

Michael A. Quigley

Partner

**RE-SUBMITTED ZONE CHANGE REQUEST – LBD TO NBD  
703-719 WASHINGTON STREET – PARCELS 11-12-123 THROUGH 11-12-126**

The Planning Board then considered a request submitted by Hedy Cirrincione to change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business District to Neighborhood Business District.

Ms. Cirrincione approached the Board to explain her request. She mentioned that she had received a copy of the minutes from the previous meeting, and also noted the recent letter from Rothschild/Breuer Associates in support of the zone change. She had canvassed the neighbors and found no opposition. She addressed the question of spot zoning, stating that she believes the inclusion of property that is owned by others (the Blevins parcel at 719 Washington St.) should remove any concern regarding undue benefit to a single individual. She also mentioned the proposed changes would not necessarily create a drastic change in the neighborhood. The uses that some neighbors (Sharon Kehoe, 702 Washington) had expressed concern over, like gas stations, are only allowed by Special Use Permit. She further clarified that her proposed retail use would be located at 715 Washington Street.

Ms. Cirrincione proceeded, saying that she had owned property in the area for nearly 25 years, and that the character of Washington Street had changed. She said that she was having trouble finding tenants, now that she has to compete with large housing developments with PILOT agreements. She believes that her proposal would be beneficial to the tax base. She concluded by mentioning that Mr. Netto of 716 Washington Street was no longer opposed to the change.

Mr. Nichols relayed comments via phone call from Sandra Rutledge of 124 Flower Ave E, who expressed concern regarding the possible use of Ms. Cirrincione's vacant interior lot for parking. The zone change has not been requested for that parcel, so it could not be used as parking for a retail use.

Mrs. Gervera stated that she understands the investment of ownership, and the desire to use the property in a manner beneficial to the community. She explained that Washington Street was supposed to be a buffer area of low-intensity land uses as one progresses toward the commercial areas downtown. Once the zoning is changed, the next owner may not see fit to keep the use of the property low-key. This is especially concerning because there are residences so close to the change area. Limited Business District makes for a softer transition. Changing to NBD could cause a snowball effect in the area, with more and more intense uses sprouting up.

Mrs. Freda said that she agrees with Mrs. Gervera's assessment of the situation. She added that a Special Use Permit does not offer any great protection, because the City's legal counsel will generally advise the City Council to approve SUP's with conditions, rather than reject them outright. Further, there are many intense uses that could negatively impact the neighborhood that are allowed as of right, like a restaurant for example.

Mr. Harris stated that, although the current request is benign, future allowed uses could be detrimental.

Mrs. Cirrincione said that the snowball effect could be stemmed by the City if it simply refused to approve further changes. She reiterated her point regarding the tax base, and mentioned that the hospital itself is a rather intense use—they have bulldozed houses for their purposes. She does not believe the Washington Street could ever become like Arsenal Street.

Mrs. Gervera asked about parking. Mrs. Cirrincione replied that she thinks she has plenty of room. At one point she had 23 employees at this location without issue.

Mrs. Gervera then moved to recommend approval by City Council of the request submitted by Hedy Cirrincione to change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business to Neighborhood Business.

Mr. Harris seconded the motion and it was defeated 4-0.

Mrs. Freda took a moment to inform Mrs. Cirrincione of the process and timeline for referral to City Council.

**ZONE CHANGE REQUEST – LBD TO NBD  
703-719 WASHINGTON STREET – PARCELS 11-12-123 THROUGH 11-12-126**

The Planning Board then considered a request submitted by Hedy Cirrincione to change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business District to Neighborhood Business District.

Mrs. Freda read the request, and asked if the applicant was present. Ms. Cirrincione was not in attendance.

Mrs. Freda mentioned that a letter had been received from Rothschild/Breuer Associates, owners of 720 Washington Street. The letter is on file in the City Engineering office.

Mrs. Freda asked for the Board's thoughts. Mr. Fipps said that he would prefer to leave the zoning as it is. Mrs. Gervera expressed concerns about it being spot zoning, and too drastic of a change to the neighborhood. Mrs. Freda mentioned that things like auto sales and gas stations could be allowed in a Neighborhood Business parcel.

Tony Netto, owner of 716 Washington Street, approached the Board. He asked what the applicant's intent was for the property in question. Mrs. Freda responded that the applicant's letter mentions a medically oriented retail operation—selling scrubs to hospital workers.

Mr. Netto mentioned that the applicant's properties are distressed in appearance. He would like some assurance of improvements to the properties if the rezoning were to be adopted. He also mentioned that he is okay with Ms. Cirrincione's proposal, but he is opposed to rezoning both sides of Washington Street as suggested in the Rothschild/Breuer letter.

Mrs. Gervera asked if the applicant would be able to sell scrubs in a Health Services District (HSD).

Mr. Mix replied that the HSD only allows retail as an accessory to a primary medical use. For example, an eyeglasses shop would not be allowed unless it were associated with an optometrist's office on the same property.

Mrs. Gervera stated that it does not seem wise to allow more retail in this area when there are so many vacant storefronts on Public Square.

Mr. Mix then explained that Ms. Cirrincione had been responsible for the initial change from Residence C to Limited Business in 1989. The change was controversial at the time because it took place during the drafting of the Land Use Plan, which today still shows the area as medium density residential. There was also some discussion at that time regarding the poor state of the buildings and promised improvements.

Mr. Netto then added that he is not opposed to the specific use proposed, but once it is changed to NBD it cannot be easily reverted.

Mrs. Freda stated her concern that changing to NBD opens up a lot of new uses. Mrs. Gervera said that it would not fit the vision for Washington Street, which was a mixed use area of medical offices and residential.

Mrs. Freda asked if the application should be tabled. Mrs. Gervera suggested taking a vote since everyone seemed to be on the same page.

Mr. Fontana then moved to recommend approval by City Council of the request to change the approved zoning classification of 703 through 719 Washington Street, parcels 11-12-126, 11-12-125, 11-12-124, and 11-12-123, from Limited Business District to Neighborhood Business District, as submitted by Hedy Cirrincione on February 21, 2012.

Mrs. Gervera seconded, and the motion was defeated with a 4-0 vote.

Public Hearings – 7:30 p.m.

May 1, 2012

To: The Honorable Mayor and City Council  
From: John C. Krol, City Manager  
Subject: Public Hearings for 2012-13 Operating Budgets and 2012-13 through  
2016-17 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Public Hearings on the Proposed Budgets have been scheduled as follows:

Monday, May 7, 2012

7:30 p.m. 2012-13 Operating Budgets

7:30 p.m. 2012-13 through 2016-17 Capital Budget

May 3, 2012

To: The Honorable Mayor and City Council

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

Subject: New York State Request to Lease Parking Spaces

The New York State Office of General Services (OGS) has contacted us and is seeking to lease 150 parking spaces from the City for use by State employees during the Dulles State Office Building parking garage renovation, which is scheduled to occur from June to November of this year.

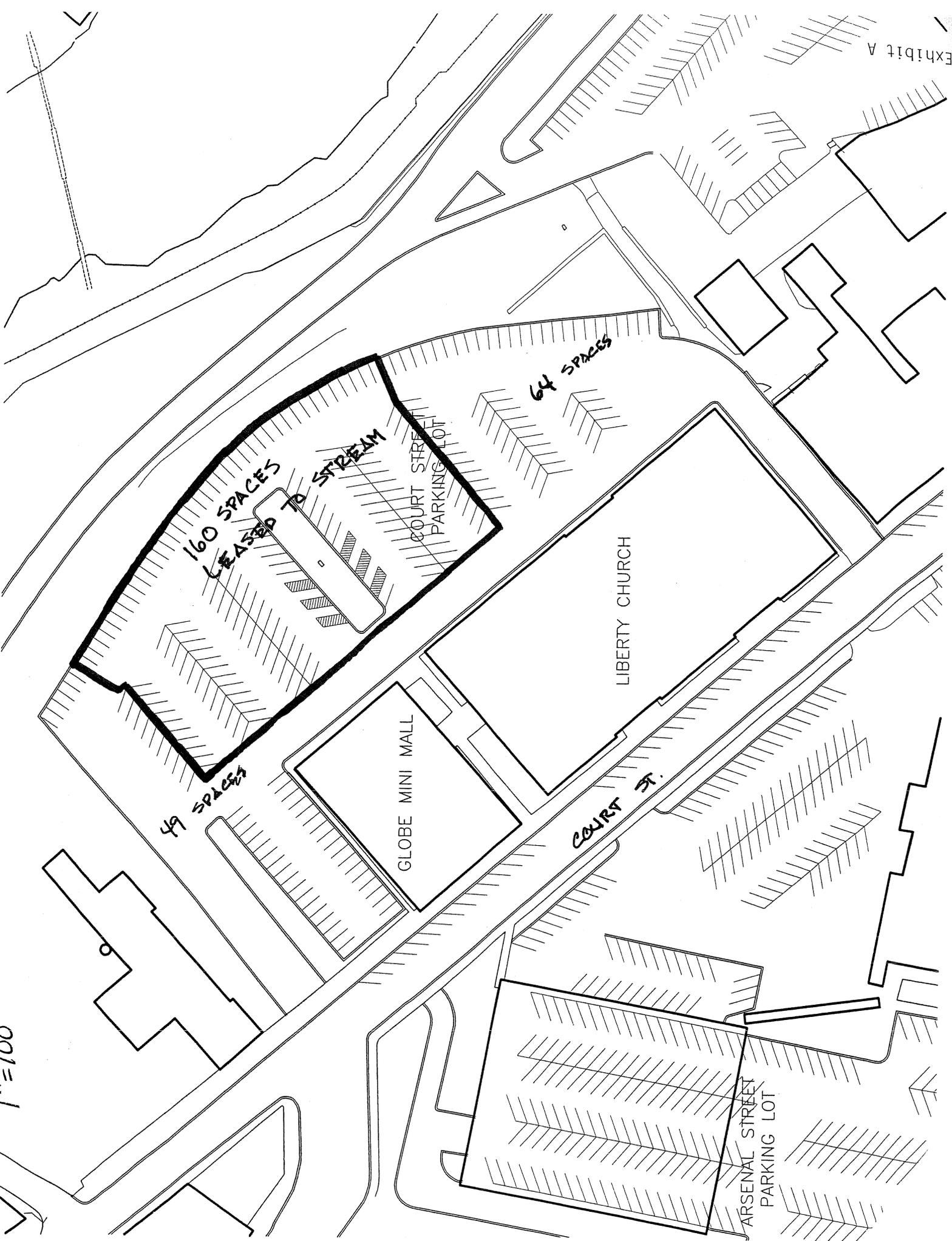
During the last garage renovation in 1994/95, the State leased approximately 200 spaces in the Stone Street parking lot for one year. The State paid \$36,000 for the lease, which equates to \$15 per space each month. Permits for the remaining spaces were sold to the general public. At the time, the Stone Street lot was underutilized because it was the only lot with parking meters. All others were free. After the meters were removed, it became one of the most highly used lots.

The next closest large lot is the J.B. Wise Parking Lot. Staff has counted the number of vehicles in the lot on several occasions and has found that on average, 118 spaces are vacant out of the 204 available spaces. This does not include the 41 spaces where the flexipave has not been installed yet. A map showing where most of the vacancies occur is attached.

The Court Street lot has less use, though it is farther from the State Office Building. Also, 160 spaces in that lot are leased for use by Stream International, though as far as we can tell, they are not used. The location of those leased spaces is shown on the second attached map.

OGS is asking whether the City Council is willing to lease the spaces and, if yes, for what fee. The 1994/95 fee, adjusted for inflation, is worth nearly \$25 today. If the City Council wishes to accommodate this request, then the question of how the spaces will be managed will have to be discussed with OGS. They would like to have a lease agreement in place by June.





160 SPACES  
LEASING TO STREAM

49 SPACES

64 SPACES

GLOBE MINI MALL

LIBERTY CHURCH

COURT ST.

ARSENAL STREET  
PARKING LOT

COURT STREET  
PARKING LOT

001=1

May 2, 2012

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Banking Services – Request for Proposals

On March 30<sup>th</sup> the City issued a Request for Proposal (RFP) for Banking Services. The RFP was issued due to First Niagara's acquisition of HSBC's municipal accounts. The City cannot consider staying with First Niagara as they presently will not have a branch located in the City and City Charter Section 30 directs the City to deposit all funds with banks located in the City. The proposals were sent to the three banks located within the City limits that are allowed to accept municipal deposits – Community Bank, Key Bank and WSB Municipal Bank.

Based on the committee's review of the three proposals it is recommending the City select Community Bank as its bank for all of its operating accounts. Community Bank's proposal provides the services the City required with zero fees. The City's money market accounts were not part of the proposal and will continue to be located at the bank that provides the best interest rates. The committee was comprised of Christine Audette, Accounting Supervisor, Amy Pastuf, Purchasing Manager, and Melanie Rarick, Accountant.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: April 13, 2012

TO: John Krol, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: 429 Factory Street

I conducted an inspection of the structure on 429 Factory Street along with Mr. McWayne, the Code Enforcement Supervisor, on 12 April, 2012.

The building located on this property is in a generally poor/unserviceable condition which is the result of a lack of maintenance over the years. The building has started to collapse internally and it leans heavily to the east. The rear portions of the first and second floors have already failed. These deficiencies constitute a safety hazard to the public at this property and the surrounding properties. It is my recommendation that the structure be razed.

The City is also conducting the design of the reconstruction of Factory Street and has found itself in need of an area to provide a storm sewer easement. This is required because the existing storm sewer outfall runs directly under and through the Paper Mill on Factory Street and will have to be abandoned.

Because this parcel would provide a corridor to the Black River that could serve as a storm sewer outfall to the river, the property owner was approached to see if they would consider donating the property to the City if the City would absorb the demolition costs. The representative of the owner has responded that they are willing to donate the property under those terms.

The estimated costs for the asbestos abatement and demolition of the building are \$36,000. If the Council does not approve the acceptance of the property transfer, these costs would be applied to the property.

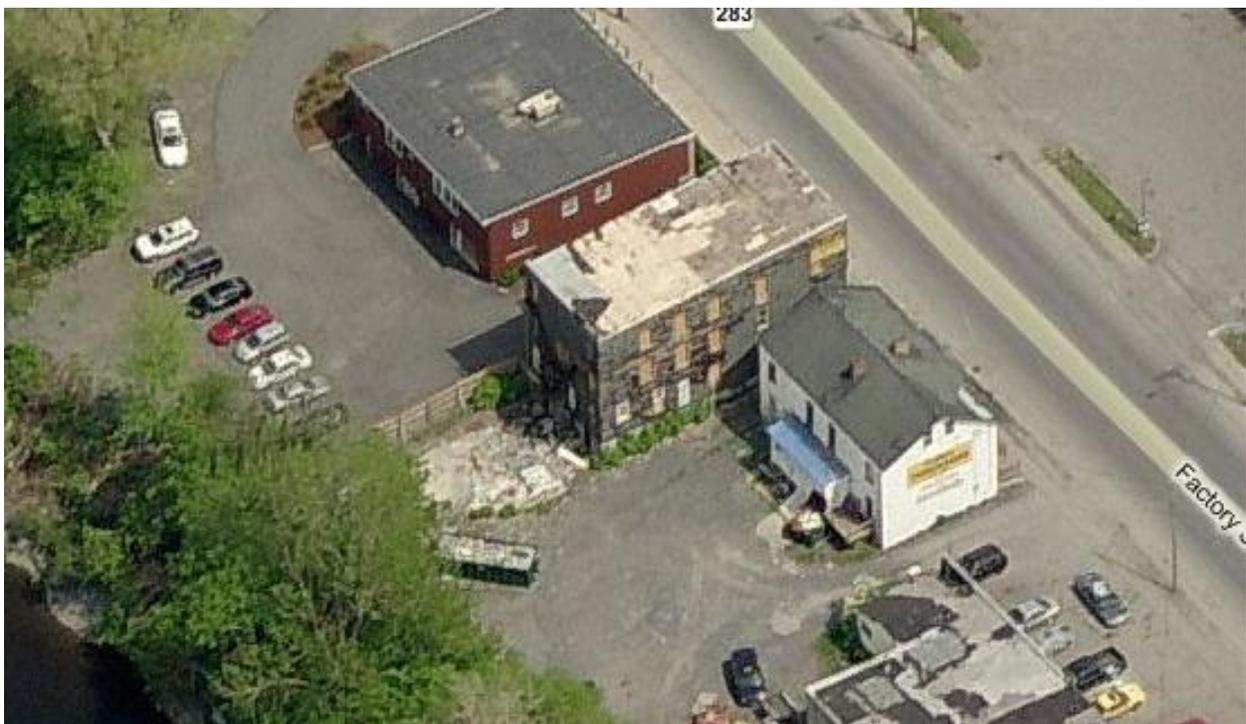
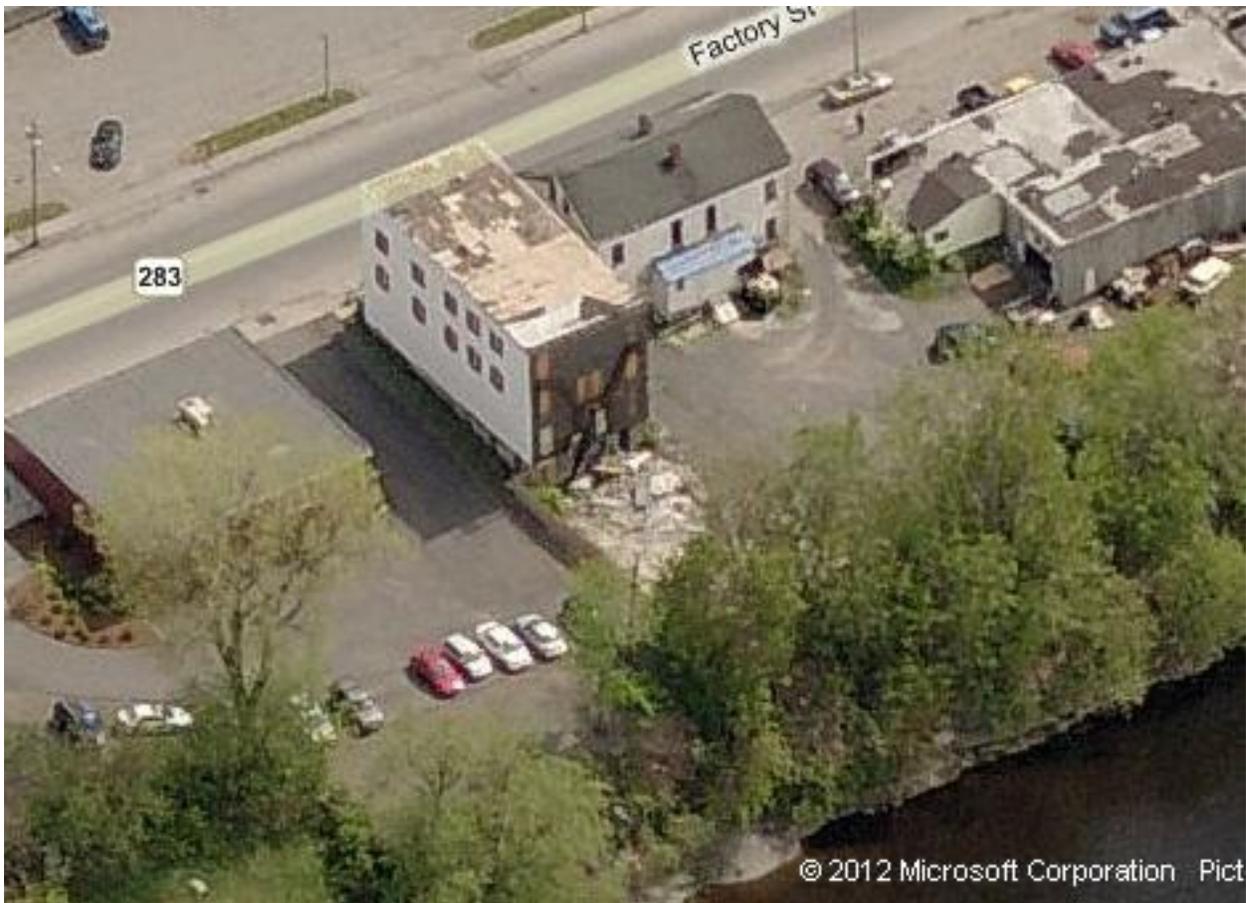
The timing is such that if the City waited for the Tax Sale Process, the design and construction would be completed before having the opportunity to acquire the property.

Should this not ultimately be agreed to, another corridor would potentially need to be found for storm water.

If Council agrees with this course of action, they would need to pass a resolution accepting the property donation.

cc: Gene Hayes, Superintendent of Public Works  
Shawn McWayne, Code Enforcement Supervisor  
Jim Mills, City Comptroller  
File







12/04/2012



PEPSI

12/04/2012



12/04/2012

May 1, 2012

To: The Honorable Mayor and City Council  
From: John C. Krol, City Manager  
Subject: Board and Commission Appointments

Below is a listing of current and upcoming vacancies on City Boards and Commissions for City Council review.

If Staff can be of assistance in contacting members the Council wishes to consider for reappointment, please let me know.

<b>Board or Commission</b>	<b>Appointed By</b>	<b>Term</b>	<b>Name of Member</b>	<b>Date of Appt.</b>	<b>Term Expires</b>
Empire Zone Admin. Board	Council	3 Years	Debbie Cavallario	4/20/2009	5/31/2012
Empire Zone Admin. Board	Council	3 Years	Joseph M. Butler, Jr.	8/17/2009	5/31/2012
Empire Zone Admin. Board	Council	3 Years	Anthony Doldo	4/20/2009	5/31/2012
Planning Board	Mayor	7 Years	Sara Freda	10/15/2008	6/30/2012
Planning Board	Mayor	7 Years	Sarah Warner *	4/16/2009	6/30/2013
DANC	Council	4 Years	Thomas H. Hefferon	8/18/2008	8/8/2012
Board of Ethics	Council	1 Year	Mary M. Corriveau *	11/7/2011	12/31/2012
Board of Ethics	Council	1 Year	Frank A. Seminerio *	11/7/2011	12/31/2012

\*Resigned